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Attorneys for Plaintiff Paloma Scalise,
Individually and on behalf of all others similarly situated

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Paloma Scalise, Anna Cardoso, and Demarco
Evans, individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

Chipotle Services LLC, DBA Chipotle Mexican
Grill, Inc.; and Does 1 through 20, inclusive,

Defendants.

Case No. 23CV006629

Hon. Lauri A. Damrell

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Hearing Information:

Date: August 22, 2025

Time: 9:00 a.m.

Dept. 22

Reservation Number: A-06629-001

Action Filed: August 10, 2023

Trial Date: None Set

1 The Motion of Plaintiffs Paloma Scalise, Anna Cardoso, and Demarco Evans
2 (“Plaintiffs”) for Preliminary Approval of Class and Representative Action Settlement came on
3 regularly for hearing before this Court on August 22, 2025 at 9:00 a.m. This Court, having
4 considered the proposed Stipulation of Settlement (the “Settlement”) attached to the Declaration
5 of Jonathan M. Lebe filed concurrently herein; having considered Plaintiffs’ Motion for
6 Preliminary Approval of Class and Representative Action Settlement, Memorandum of Points
7 and Authorities in support thereof, and supporting declarations filed therewith; and good cause
8 appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Stipulation of Settlement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
12 The Court finds that the proposed Settlement is fair, adequate, and reasonable, and in the best
13 interests of the absent Settlement Class members. For purposes of the Settlement, the Court finds
14 that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined
15 community of interest among the members of the Settlement Class in questions of law and fact.
16 Therefore, for settlement purposes only, the Court grants conditional certification of the following
17 Settlement Class:

18 All current and former non-exempt employees who are or were
19 minors and were employed by Defendant in the State of California
20 at any time from August 10, 2019 through July 19, 2024 (the “Class
21 Period”).

22 2. For purposes of the Settlement, the Court designates Plaintiff Paloma Scalise as
23 Class Representative, appoints Plaintiffs Anna Cardoso and Demarco Evans as representatives
24 for the Aggrieved Employees, and designates Jonathan M. Lebe and Brielle D. Edborg of Lebe
25 Law, APLC, Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, and James R.
26 Hawkins and Christina M. Lucio of James Hawkins APLC, as Class Counsel.

27 3. The Court designates ILYM Group, Inc. as the third-party Settlement
28 Administrator for mailing notices.

 4. The Court approves, as to form and content, the Notice of Proposed Class Action

1 Settlement, Notice of Estimated Individual Settlement Award, and the Explanatory Letter to
2 Aggrieved Employees (collectively, the “Notice Packet”), attached hereto as Exhibits A, B, and
3 C, respectively, and which are also attached to the Settlement.

4 5. The Court finds that the form of notice to the Settlement Class regarding the
5 pendency of the action and of the Settlement, and the methods of giving notice to members of the
6 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
7 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
8 giving notice complies fully with the requirements of California Code of Civil Procedure section
9 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
10 and United States Constitutions, and other applicable law.

11 6. The Court further approves the procedures for the Settlement Class members to
12 opt out of or object to the Settlement, as set forth in the Class Notice.

13 7. The procedures and requirements for filing objections in connection with the Final
14 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
15 presentation of any Settlement Class member’s objection to the Settlement in accordance with the
16 due process rights of all members of the Settlement Class.

17 8. The Court directs the Settlement Administrator to mail the Notice Packet to the
18 members of the Settlement Class in accordance with the terms of the Settlement.

19 9. The Class Notice shall provide at least forty-five (45) calendar days’ notice for
20 Settlement Class members to opt out of, or object to, the Settlement, or submit a workweek
21 dispute.

22 10. The Final Approval Hearing on the question of whether the Settlement should be
23 finally approved as fair, reasonable, and adequate is scheduled in Department 22 of this Court,
24 located at 720 Ninth Street, Sacramento, California 95814 on January 9, 2026, at 9:00 a.m.

25 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
26 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
27 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs’
28 application for reasonable attorneys’ fees, reimbursement of litigation expenses, service awards

to Plaintiffs, settlement administration costs, and payment to the Labor & Workforce Development Agency (“LWDA”) for penalties under the Labor Code Private Attorneys General Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys’ fees, litigation expenses, Plaintiffs’ service awards, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [10 business days after preliminary approval]:	September 8, 2025
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Data]:	September 22, 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [45 calendar days after mailing]:	November 6, 2025
Deadline for Plaintiffs to file their Motion for Final Approval of Class Action Settlement:	December 4, 2025
Final Approval Hearing:	January 9, 2026 at 9:00 a.m.

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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1 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2025

Hon. Lauri A. Damrell
Judge of the Superior Court

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.
(Sacramento County Superior Court, Case No. 23CV006629)

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees who are or were minors and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024.

BASIC INFORMATION

1. What Is This Settlement About?

On April 12, 2022, a lawsuit was commenced by Demarco Evans (“Plaintiff Evans”), a former employee of Defendant Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc. (“Defendant”), in Orange County Superior Court, Case No. 30-2022-01254511-CU-OE-CXC. On May 22, 2023, another lawsuit was commenced by Plaintiff Anna Cardoso (“Plaintiff Cardoso”) in Los Angeles County Superior Court, Case No. 23STCV11524. On August 10, 2023, a third lawsuit was commenced by Plaintiff Paloma Scalise (“Plaintiff Scalise”) in Sacramento County Superior Court, Case No. 23CV006629 (the “Lawsuit”). On March 25, 2025, as part of the Settlement, Plaintiffs filed a Second Amended Complaint (“SAC”) in the Lawsuit, consolidating the claims from all three actions.

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiffs allege that Defendant failed to pay all minimum and overtime wages earned, failed to provide compliant meal and rest periods, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed upon separation of employment, failed to reimburse employees for necessary business expenses, failed to pay all reporting time pay, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). The Lawsuit alleges that Defendant violated the California Labor Code, and the California Business and Professions Code, entitling Settlement Class members to damages, penalties, and restitution. **Defendant denies all alleged violations and denies that it owes Settlement Class members any damages, penalties, and/or remedies.** The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (Paloma Scalise) sue on behalf of people who appear to have similar claims. All these people are referred to in this Notice as Settlement Class members. In a class action, the court resolves the issues for all Settlement Class members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court (“Court”) oversees this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement (“Agreement” or “Settlement”). On [date of preliminary approval],

the Court granted preliminary approval of the Settlement, appointed Plaintiff Scalise as the Class Representative, and appointed their attorneys at Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement and are a Settlement Class member if you are or were a minor and were employed by Defendant in the State of California at any time from August 10, 2019 through July 19, 2024 (“Class Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Six Million Seven Hundred Fifty-Five Thousand Dollars (\$6,755,000) (“Gross Settlement Amount”). This includes all payments to Settlement Class members, costs and attorneys’ fees for Class Counsel, settlement administration costs, and the service awards to the Plaintiffs.

The “Net Settlement Amount” is the amount available for distribution to Settlement Class members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees and Expenses to Class Counsel.** Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be Two Million Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,251,666.67). Class Counsel will also ask for reimbursement of up to \$100,000.00 for verified litigation costs Class Counsel incurred in connection with the Lawsuit;
- B. **Service Awards to the Class Representatives.** Plaintiffs will ask the Court to approve Service Awards in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for Plaintiff Scalise and Ten Thousand Dollars (\$10,000) each for Plaintiff Cardoso and Plaintiff Evans for a total of Thirty-Five Thousand Dollars (\$35,000), for their service to the Settlement Class members;
- C. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiffs will ask the Court to approve administration costs in an amount not to exceed One Hundred Thousand Dollars (\$100,000); and
- D. **PAGA Payment.** The Parties have allocated One Million Nine Hundred Eighty Thousand Eight Hundred Seventy Dollars (\$1,980,870) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$1,485,652.50) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$495,217.50) will be distributed to all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (“PAGA Period”). These employees are referred to as the “Aggrieved Employees.”

The amount you are eligible to receive from the Settlement, your “Individual Settlement Award” will be determined on a *pro rata* basis, based on the number of pay periods you worked in California between August 10, 2019 through July 19, 2024.

Your Individual Settlement Award will be apportioned as one-third (33.33%) wages and two-thirds (66.66%) will be apportioned as interest and penalties. The wage portion of the Individual Settlement Award will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Employee payroll taxes on the wage portion of Individual Settlement Awards shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Settlement Class member’s settlement payment shall be reported on an IRS Form 1099. Settlement Class members are responsible for the proper income tax treatment of their Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Class Period as stated in the accompanying Notice of Estimated Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated below.

Your Individual Settlement Award is based on the number of pay periods you worked during the Class Period. The information contained in Defendant’s records regarding the number of pay periods you worked during the Class Period, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Individual Settlement Award. If you disagree with the information in your Notice of Estimated Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards. The Settlement Administrator’s determination of the eligibility for and amount of any Individual Settlement Award will be binding on the Settlement Class member and the Parties.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of the Settlement Class member.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the Effective Date and the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Settlement Class members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Class Released Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representative, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

The “Class Released Claims” means all claims, demands, rights, liabilities and causes of action that were pled or which could have been alleged, or that are reasonably related to the facts and claims alleged in the Action that arose during the Class Period including claims for: (a) failure to pay all minimum wages; (b) failure to pay all wages owed during employment; (c) failure to pay all overtime wages; (d) failure to provide meal periods as required by law; (e) failure to authorize rest periods as required by law; (f) failure to provide accurate, itemized wage statements; (g) failure to pay reporting time pay; (h) failure to reimburse all business expenses; (i) failure to provide suitable seats; (j) failure to keep accurate records; and (k) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. The period of the Class Released Claims shall extend to the limits of the Class Period.

The “Class Period” during which the release of Class Released Claims pertains is from August 10, 2019 through July 19, 2024.

In addition, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California from December 2, 2021 through July 19, 2024 (the “PAGA Period”) are referred to as the Aggrieved Employees, and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in each of three Plaintiffs’ separate Notification Letters to the Labor and Workforce Development Agency (“LWDA”), even if they submit a timely and valid Request for Exclusion from the Class Action Settlement (“the PAGA Released Claims”).

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the class action settlement and/or want to keep the right to sue or continue to sue Defendant with respect to the Class Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a “Request for Exclusion” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Aggrieved Employees who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA penalties. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Amount because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Class Released Claims you must submit a written request for exclusion letter or card postmarked by the **RESPONSE DEADLINE**. Your Request for Exclusion must include your name, address, signature, and the last four digits of your social security number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Scalise, et al. v. Chipotle Services LLC, DBA Chipotle Mexican Grill, Inc.* I understand that by excluding myself I will not receive money from the class portion of the Settlement.”

Your Request for Exclusion must be mailed, faxed or emailed to the Settlement Administrator at the address listed below, post-marked by **[Response Deadline]**. **You cannot exclude yourself by phone.**

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Class Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you do not submit a written request for exclusion but do not cash the settlement check that you receive, you **will not be** excluded from the release of Class Released Claims. You must submit a written request for exclusion if you wish to be excluded from the release of Class Released Claims.

9. If I Don’t Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Class Released Claims. If you have a pending lawsuit involving the Class Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between December 2, 2021 through July 19, 2024, you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved Lebe Law, APLC, Haines Law Group, APC, and James Hawkins APLC as Class Counsel. The firms’ contact information are as follows:

LEBE LAW, APLC
Jonathan M. Lebe
Brielle D. Edborg
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Telephone: (949) 387-7200

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Settlement Class member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you can either mail your objection to the Settlement Administrator no later than [Response Deadline], or you may orally voice your objections at the Court's Final Approval Hearing. Your written objection should include (i) your full name, current address, as well as contact information for any attorney representing you; (ii) include all objections and the factual and legal bases for the objections (iii) include any and all supporting papers, briefs, written evidence, declarations and/or other evidence; and (iv) be postmarked by the [Response Deadline]. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection. Plaintiffs and Defendant will be permitted to respond in writing to any such written Objections.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing on [REDACTED] at 9:00 a.m. at the Sacramento County Superior Court located at 720 Ninth Street, Sacramento, CA 95814 in Department 22.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You can attend the Final Approval Hearing on [REDACTED] at 9:00 a.m. in person or remotely by joining the Department 22 zoom link or phone number listed below:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [REDACTED]. The Settlement Administrator's website will also contain important information about the case, including if the Final Approval Hearing is rescheduled.

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Class Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Class Released Claims, ever again. Your Individual Settlement Award will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. You may also review the documents that have been filed in this matter with the Court (for a fee) on the Court's website: <https://www.saccourt.ca.gov/civil/file-status.aspx>.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT AWARD

Paloma Scalise, et al. v. Chipotle Services, LLC, DBA Chipotle Mexican Grill, Inc.
SACRAMENTO COUNTY SUPERIOR COURT CASE NO. 23CV006629

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Defendant Chipotle Services, LLC's ("Chipotle") records:

- (a) you worked _____ pay periods as a minor for Chipotle in the State of California between August 10, 2019 and July 19, 2024.

Based on the above, your Individual Settlement Award is estimated at \$ _____.

(IV) If you disagree with item (a) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Chipotle's records, Chipotle's records will control unless you are able to provide documentation that establishes otherwise and that Chipotle's records are mistaken. If there is a dispute about whether Chipotle's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Settlement Administrator as described in the "Notice of Proposed Class Action Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT C

Re: *Paloma Scalise, et al. v. Chipotle Services, LLC*
Superior Court of California Sacramento County; Case No. 23CV006629

Date: [REDACTED]/[REDACTED]/2025

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Paloma Scalise, et al. v. Chipotle Services, LLC*, Sacramento Superior Court, Case No. 23CV006629, pending in the Superior Court of the State of California for the County of Sacramento (the “Action”).

The Action was filed against Chipotle Services, LLC (“Chipotle”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiffs Paloma Scalise, Demarco Evans and Anna Cardoso (“Plaintiffs”), former employees of Chipotle, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that Chipotle violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to reimburse employees for necessary business expenditures, failing to pay all reporting time wages, failing to pay all wages to separated employees, and failing to provide employees with accurate, itemized wage statements. Chipotle disputes all of Plaintiffs’ allegations and denies that it engaged in any of the alleged misconduct. The parties have reached a settlement of Plaintiffs’ representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil penalty settlement amount goes to employees of Chipotle who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, **Chipotle does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Plaintiffs’ contentions.** The Court has not decided the merits of Plaintiffs’ claims or Chipotle’s defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller’s Office Unclaimed Property Division in your name. If you are still employed by Chipotle, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for civil penalties under PAGA arising during the time period from December 2, 2021 through July 19, 2024 (the “PAGA Period”) as disclosed in each of the three Plaintiffs’ separate Notification Letters to the LWDA.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-[REDACTED]-[REDACTED].