

Alan Harris (SBN 146079)
 David Garrett (SBN 160274)
HARRIS & RUBLE
 655 North Central Avenue, 17th Floor
 Glendale, CA 91203
 Telephone: (323) 962-3777
 Facsimile: (323) 962-3004
 aharris@harrisandruble.com

David Harris (SBN 215224)
NORTH BAY LAW GROUP
 116 E. Blithedale Ave., Ste. 2
 Mill Valley, CA 94941
 Telephone: (415) 388-8788
 Facsimile: (415) 388-8770
 dsh@northbaylawgroup.com

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

TANIKA TURLEY and CHRISTOPHER
 THOMPSON, individually and on behalf
 of all others similarly situated,

Plaintiffs,

v.

CHIPOTLE SERVICES, LLC, and DOE
 ONE through and including DOE ONE-
 HUNDED,

Defendants.

Case No. CGC-15-544936

ASSIGNED FOR ALL PURPOSES TO
 HON. ANNE-CHRISTINE MASSULLO
 DEPARTMENT 304

**STIPULATION OF CLASS ACTION
 SETTLEMENT AND SETTLEMENT
 AGREEMENT**

1 Angela C. Agrusa (SBN 131337)
2 angela.agrusa@us.dlapiper.com
3 Levi W. Heath (SBN 220854)
4 levi.heath@us.dlapiper.com
5 Steve L. Hernández (SBN 229065)
6 Steve.hernandez@dlapiper.com
7 DLA PIPER LLP (US)
8 2000 Avenue of the Stars
9 Suite 400 North Tower
10 Los Angeles, California 90067-4704
11 Tel: (310) 595-3000
12 Fax: (310) 595-3300
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207

STIPULATION OF CLASS ACTION SETTLEMENT AND SETTLEMENT AGREEMENT

Subject to its terms and conditions and the approval of the Court, this Joint Stipulation of Class Action Settlement and Class Action Settlement Agreement and Release (the “Settlement” or “Agreement”) is made and entered into by and between Plaintiff TANIKA TURLEY, individually and on behalf of the class (“Plaintiffs”), and Defendant CHIPOTLE SERVICES, LLC (herein “CHIPOTLE” or “Defendant”). Plaintiffs and Defendant are collectively referred to in this Settlement as the “Parties.”

I. DEFINITIONS

1. In addition to terms defined elsewhere in the Settlement, as used in this Settlement the following terms have the meanings indicated below:

a. “Action” means the civil action initiated on March 25, 2015, in San Francisco Superior Court styled as *TANIKA TURLEY v. CHIPOTLE Inc.*, Case No. CGC-15-544936 (the “Action”), along with any amended complaints filed therewith.

b. “Claims Administrator” means an administrator mutually agreed to by the Parties and approved by the Court that will perform the customary duties of a claims administrator including but not limited to, the duties enumerated in this Agreement. The parties have sought bids from several reputable administrators, and currently anticipate that they will seek approval from the Court to utilize Phoenix Class Action Administrators as the Claims Administrator.

c. “Class Member” shall refer to any current or former employee of Defendant who falls within the definition of the class. Subject to Court approval, the settlement “Class” shall consist of all current and former non-exempt employees of Defendant who were hired before August 1, 2014 and who worked in California at any time between October 1, 2014 and August 1, 2020 (the “Class Period”). There are approximately 7,000 Class Members in the Class, all of whom are members of the wage statement class previously certified by this Court, consisting of employees that were hired before August 1, 2014 and who worked at any time during the Class Period. Excluded from the Class are any California employees that are members of the collective action in the currently pending *Turner v. Chipotle Mexican Grill, Inc.*, Case No. 1:14-cv-02612-JLK-

1 CBS or who filed individual arbitrations related to that action, as well as any other person who had a
2 pending arbitration or lawsuit against Defendant as of August 1, 2020.

3 d. "Class Counsel" shall refer to Alan Harris, Priya Mohan and David
4 Garrett of Harris & Ruble and David Harris of North Bay Law Group.

5 g. "Class Notice" means the Notice, which the Claims Administrator will
6 mail to each Class Member explaining the terms of the settlement contemplated by this Agreement,
7 in a format that is mutually acceptable to the parties. The Class Notice shall be accompanied by an
8 Opt-Out Notice. The Class Notice and Opt-Out Notice are collectively referred to as the "Notice
9 Materials". The form of Notice Materials to be used are attached collectively hereto as **Exhibit A**.
10 The approved Notice Materials shall also be translated into Spanish, which shall be included in the
11 Claims Administrator bid.

12 h. "Class Representative" shall refer to Plaintiff Tanika Turley.

13 i. "Class Representative Payment" means the Court-approved service
14 payment to Class Representatives for her services as Class Representative and for her execution of a
15 general release of claims known and unknown.

16 j. "Counsel for Defendant" or "Defense Counsel" means Angela C.
17 Agrusa, Levi W. Heath, and Steve L. Hernández of DLA PIPER LLP (US).

18 k. "Class Period" shall be from October 1, 2014 through August 1, 2020.

19 l. "Defendant" means CHIPOTLE SERVICES, LLC.

20 m. "Final Approval Hearing" means the hearing contemplated by the
21 Parties, at which the Court will approve, in final, the settlement and make such other final rulings as
22 are contemplated by this Settlement Agreement.

23 n. "Final Approval Order" means the Court's order granting final
24 approval of the Settlement, which will constitute a "judgment" within the meaning of Code of Civil
25 Procedure section 577. The form of Final Approval Order to be submitted is attached hereto as
26 **Exhibit C**.

27 o. "Final Effective Date" shall be the first date after all of the following
28 events or conditions have been met or have occurred:

- 1 (1) the Court has, by entry of a Preliminary Approval Order:
- 2 (a) Approved the certification of the Class for settlement
- 3 purposes;
- 4 (b) Preliminarily approved the settlement set forth in this
- 5 Settlement Agreement, and the method of providing the Court-
- 6 approved Class Notice to the certified class;
- 7 (2) The Court has entered a Final Approval Order approving this
- 8 settlement and the Court has entered the Final Judgment as provided in Paragraph 1.p. below;
- 9 (3) No valid rescission of the Settlement Agreement has occurred;
- 10 (4) The time to appeal from the Final Approval Order has expired
- 11 and no notice of appeal has been filed; and
- 12 (5) In the event that an appeal is actually filed, the latest of the
- 13 following, if applicable, has occurred:
- 14 (a) Any appeal from the Final Approval Order has been
- 15 finally dismissed;
- 16 (b) The Final Approval Order has been affirmed on appeal
- 17 in a form substantially identical to the form of the Final
- 18 Approval Order entered by the Court;
- 19 (c) The time to petition for review with respect to any
- 20 appellate decision affirming the Final Approval Order has
- 21 expired; or
- 22 (d) If a petition for review of an appellate decision is filed,
- 23 the petition has been denied or dismissed, or, if granted, has
- 24 resulted in affirmance of the Final Approval Order in a form
- 25 substantially identical to the form of the Final Approval Order
- 26 entered by the Court.

27 p. "Final Judgment" means the judgment entered by the Court in

28 conjunction with the Final Approval Order. The Parties shall submit an order of Final Judgment

1 setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution
2 and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court
3 deems appropriate. The form of Final Judgment to be submitted is attached hereto as **Exhibit D**.

4 q. “Gross Individual Settlement Payment” means the gross amount of the
5 Net Settlement Amount each Participating Class Member will be paid. The sum of these Gross
6 Individual Settlement Payments to individual Participating Class Members shall constitute the
7 “Class Settlement Payment.” The allocation of payment of claims between the class members and
8 tax treatment of such claims shall be 25% wages, 25% interest, and 50% penalties and expense
9 reimbursement.

10 r. In consideration for the release of claims, Defendant shall pay, or
11 cause to be paid, the total sum of \$1,750,000.00 (the “Gross Settlement Amount”), in cash, for
12 payment of all claims, payment of claims administration, attorney fees, attorney expenses, a payment
13 to the Labor Workforce Development Agency (the “LWDA”), and service awards for the named
14 plaintiffs (the “Gross Settlement Amount”).

15 The following litigation costs and costs of administration will be deducted from the Gross
16 Settlement Amount: (a) settlement administration fees not to exceed \$50,000; (b) a net payment to
17 the Labor Workforce Development Agency in the amount of \$50,000; (b) a service award to Turley
18 not to exceed \$2,500 for her services as Class Representative; (b) attorney fees in an amount not to
19 exceed 33.33% (\$583,333) and reimbursement of actual costs not to exceed \$25,000 (totaling
20 \$710,833).

21 The “Net Settlement Amount” will equal the net amount available for payment of claims to
22 Class Members, as follows: \$1,039,167. The amount is calculated as \$1,750,000 less: (a) settlement
23 administration fees not to exceed \$50,000; (b) a net payment to the Labor Workforce Development
24 Agency in the amount of \$50,000; (b) a service award to Turley not to exceed \$2,500 for her
25 services as Class Representative; (d) attorney fees in an amount not to exceed 33.33% (\$583,333)
26 and reimbursement of actual costs not to exceed \$25,000.

27 Class Members who do not affirmatively opt-out of the settlement will receive a check in
28 amount equal to a pro-rata share of the Net Settlement Amount based on pay periods worked during

1 the Class Period. All checks shall be good for 180 days from the date of mailing. Following the
2 expiration of 180 days, the Claims Administrator shall inform the parties of the total amount of
3 uncashed checks (the “Uncashed First Checks”). Because the parties intend to provide as much
4 relief as practicable to the Class Members, the parties will facilitate a second distribution to the Class
5 Members who cashed their checks during the first round (the “Second Distribution”) if the amount
6 of Uncashed First Checks exceeds \$27,500. For the Second Distribution, the Class Members who
7 cashed their checks during the first round shall be mailed a check in an amount equal to a pro rata
8 share of the amount of the Uncashed First Checks, after deductions for postage and handling by the
9 Claims Administrator.

10 Following the Second Distribution, if any, all checks not cashed within 180 days of payment
11 shall be paid to California pro bono law firm, Public Counsel, if approved by the Court, in
12 accordance with Code of Civil Procedure section 384. Should the Court approve Public Counsel as
13 the *cy pres* recipient, the sum of the uncashed checks and any other unpaid residue or unclaimed or
14 abandoned class member funds, plus any interest on that sum, shall be made payable to Public
15 Counsel, pursuant to Cal. Code Civ. Proc., § 384, subd. (b).

16 If the number of Class Members exceeds 6,993 by more than 10 percent, or if the number of
17 wage statements exceeds 73,665 by more than 10 percent, the Gross Settlement Amount will
18 increase by a proportionate percentage for all additional Class Members or wage statements above
19 the 10 percent allowance.

20 s. “PAGA Payment” means the net amount of Fifty Thousand Dollars
21 and No Cents (\$50,000.00) all of which shall be remitted to the California Labor and Workforce
22 Development Agency for the resolution of all Class Members’ claims under the PAGA, California
23 Labor Code Section 2698, *et. seq.*

24 t. “Participating Class Members” means those members of the Class who
25 do not Opt Out.

26 u. “Preliminary Approval Order” means the order of the Court granting
27 preliminary approval of this Settlement Agreement on the terms provided herein or as the same may
28 be modified by subsequent mutual agreement of the Parties with, as appropriate, approval of the

1 Court. The form of Preliminary Approval Order to be submitted is attached hereto as **Exhibit B**.

2 **II. BACKGROUND AND REASONS FOR SETTLEMENT**

3 2. On March 25, 2015, Plaintiff TANIKA TURLEY filed a Complaint in the
4 Superior Court of the State of California, County of San Francisco, entitled *TANIKA TURLEY v.*
5 *CHIPOTLE Inc.*, Case No. CGC-15-544936, on behalf of herself and other non-exempt employees
6 who worked for Defendant in California alleging claims for: 1) failure to pay all earned wages and
7 compensation upon termination in violation of Labor Code sections 201, 202 and 203; (2) unfair
8 business practices in violation of California Business and Professions Code section 17200; and (3)
9 Violation of PAGA. On March 27, 2015, Plaintiff sent by certified mail a letter to the California
10 Labor and Workforce Development Agency (“LWDA”) notifying the agency of her allegations that
11 Defendant violated California Labor Code sections 201 to 203, as set forth in the Complaint. The
12 Lawsuit seeks lost wages, interest, penalties, injunctive relief, attorneys’ fees and expenses.

13 3. On July 23, 2015, Plaintiff TANIKA TURLEY filed a First Amended
14 Complaint (the “FAC”) in the Superior Court of the State of California, County of San Francisco,
15 entitled *TANIKA TURLEY v. CHIPOTLE Inc.*, Case No. CGC-15-544936, on behalf of herself and
16 other non-exempt employees who worked for Defendant in California alleging claims for: 1) failure
17 to pay all earned wages and compensation upon termination in violation of Labor Code sections 201,
18 202 and 203; (2) failure to provide lawful wage statements in violation of Labor Code section 226;
19 (3) failure to provide proper response to document request in violation of Labor Code section 226;
20 (4) failure to provide proper rest breaks in violation of Labor Code section 226.7; (5) failure to
21 provide proper meal breaks in violation of Labor Code section 226.7; (6) unfair business practices in
22 violation of California Business and Professions Code section 17200; and (7) Violation of PAGA.

23 4. Defendant denies all of the allegations in Plaintiff’s operative FAC and
24 maintains that the Court should not certify the class or representative action proposed by Plaintiff,
25 other than for the sole purpose of this Settlement, as set forth in its Answer to FAC and Affirmative
26 Defenses, filed on August 27, 2015.

27 5. The parties agreed to attempt to resolve the matters through mediation and
28 agreed to engage in informal discovery leading up to that mediation. To facilitate mediation in this

1 case, Defendant provided data on the number of paystubs issued, the number of class members, and
2 other relevant class data. The parties engaged in extensive formal discovery for four years.

3 6. Using the data analysis, the parties engaged in mediation under the guidance
4 of an experienced wage and hour neutral, Jeff Krivis, Esq. on October 1, 2019. With the mediator's
5 assistance, the Parties reached a settlement and were able to sign a Memorandum of Understanding
6 on or about October 17, 2019.

7 7. Prior to mediation, counsel for Plaintiff informed counsel for Defendant that
8 Plaintiff intended to amend their operative class action complaint to add a new plaintiff and claims
9 for overtime violations (Labor Code §§ 510, 1194 and 1198), unpaid minimum wages (Labor Code
10 §§ 1194, 1194.2, 1197 and 1197.1) and failure to reimburse (Labor Code § 2802). As a condition of
11 settlement, Plaintiff has amended her operative complaint to add a new plaintiff and claims for
12 overtime violations (Labor Code §§ 510, 1194 and 1198), unpaid minimum wages (Labor Code §§
13 1194, 1194.2, 1197 and 1197.1) and failure to reimburse (Labor Code § 2802). The Parties filed a
14 Stipulation and Order for filing of a Second Amended Complaint ("SAC") with the Court, which the
15 Court approved. Following the death of Plaintiff Susan Carrithers, the parties stipulated to the filing
16 of a Third Amended Complaint ("TAC"), which the Court approved. The Parties have stipulated
17 that no responsive pleading need be filed in response to the TAC as the case has been settled.

18 8. Class Counsel represent that they have conducted a thorough investigation
19 into the facts of this case, and have diligently pursued an investigation of the Class Members' claims
20 against Defendant, including: (1) interviewing Class Members and analyzing the results of Class
21 Member interviews; (2) reviewing relevant policy documents; (3) researching the applicable law and
22 the potential defenses; and (4) reviewing relevant data including time records and pay data. Class
23 Counsel reviewed payroll records for the named plaintiff and other class members and prepared a
24 detailed damage analysis. Based on their own independent investigation and evaluation, Class
25 Counsel are of the opinion that the Settlement is fair, reasonable and adequate and is in the best
26 interest of the Class in light of all known facts and circumstances, including the risk of significant
27 delay, defenses asserted by Defendant, and potential appellate issues. Without admitting any
28 liability, Defendant agrees that the Settlement is fair, reasonable and adequate.

1 9. It is the mutual desire of the Parties to fully, finally, and forever settle,
2 compromise, and discharge all disputes and claims raised in or related in any way to the Action.
3 Thus, the entry of the Final Approval Order in this Action shall release all class claims which were
4 or which could have been alleged in Plaintiff's Complaint. The Parties agree to cooperate and take
5 all steps necessary and appropriate to obtain preliminary and final approval of this Settlement and to
6 effectuate its terms.

7 10. The Court must approve the settlement. The Parties will cooperate in good
8 faith and utilize best efforts to obtain approval, including in the preparation of all paperwork
9 necessary to obtain approval. Absent Court approval there is no settlement.

10 11. Plaintiff's counsel intends to apply to the Court for a fee award, plus expenses
11 and costs incurred. Defendant will not object to a claim for attorney fees of up to 33.33% of the
12 Gross Settlement Amount (\$583,333), actual costs as documented in billing statements of the
13 attorneys for the named Plaintiffs (up to \$25,000), and a service award to plaintiff Turley of up to
14 \$2,500.00. If the Court believes the fees, costs, or service awards should be reduced, the other terms
15 of the settlement will remain in effect and any such reduction will not affect the remaining terms,
16 other than adjusting the Net Settlement Amount. A reduction to the fees, costs, or service awards is
17 not a ground for rescission.

18 12. Class Members who do not affirmatively opt-out of the settlement will receive
19 a pro-rata share of the Wage Statement Settlement Amount based on pay periods worked during the
20 Class Period.

21 13. If more than 10% of the class members opt-out of the settlement, Defendant
22 may rescind the settlement.

23 14. The Parties and their counsel shall issue no public statements and shall make
24 no comments to media or press with respect to the Action or the settlement at any time (including
25 but not limited to press releases), except as required by law. In addition, the Parties and their counsel
26 shall not make, publish, circulate or cause to be made, published or circulated any statements that
27 represent or suggest any wrongdoing by Defendant, or that this settlement or any order by the Court
28 regarding the settlement represents or implies any wrongdoing by, or any admission of liability by,

1 Defendant, or a finding by the Court of liability or wrongdoing.

2 **III. NO ADMISSION**

3 1. Nothing contained in this Joint Stipulation and the Settlement contemplated in
4 the Joint Stipulation shall be construed or deemed an admission of liability, culpability, negligence,
5 or wrongdoing on the part of Defendant and Defendant denies liability therefor. While Defendant
6 believes that this Action meets the prerequisites for certification of a settlement class, the fact that
7 Defendant seeks approval of this Settlement in the form of a class action shall not be construed as an
8 admission that the underlying action was properly brought as a class action or a representative action
9 under California Business and Professions Code section 17200 or California Labor Code 2699 for
10 purposes other than settlement. Each of the Parties has entered into this Settlement with the
11 intention to avoid further disputes and litigation with the attendant inconvenience and expenses.
12 Settlement of the Action, the negotiation and execution of this Joint Stipulation, and all acts
13 performed or documents executed pursuant to or in furtherance of this Joint Stipulation or the
14 Settlement: (1) are not, shall not be deemed to be, and may not be used as, an admission or evidence
15 of any wrongdoing or liability on the part of Defendant, and each of them; (2) are not, shall not be
16 deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part
17 of Defendant in any civil, criminal, administrative or arbitral proceeding in any court, administrative
18 agency or other tribunal; and (3) are not, shall not be deemed to be, and may not be used as, an
19 admission or evidence of the appropriateness of these or similar claims for class certification or
20 administration other than for purposes of administering this Joint Stipulation. This Joint Stipulation
21 is a settlement document and shall be inadmissible in evidence in any proceeding, except an action
22 or proceeding to approve, interpret, or enforce the terms of the Joint Stipulation.

23 **IV. CERTIFICATION OF A CODE OF CIVIL PROCEDURE SECTION 382 CLASS**

24 2. For Settlement purposes only, the Parties stipulate to conditional certification
25 of the Settlement Class ("Class"), an opt-out class under California Code of Civil Procedure section
26 382, that is defined as follows:

27 The "Class Member" shall consist of any current or former employee
28 of Chipotle who was hired before August 1, 2014 and who worked in
California at any time between October 1, 2014 and August 1, 2020

1 (“Class Period”). Each person in the class is a “Class Member,” and all
2 such persons are referred to as the “Class.”

3 Excluded from the Class are any California employees that are
4 members of the collective action in the currently pending *Turner v.*
5 *Chipotle Mexican Grill, Inc., Case No. 1:14-cv-02612-JLK-CBS* or
6 who have filed individual arbitrations related to that action, as well as
7 any other person who has a pending arbitration or lawsuit as of August
8 1, 2020.

9 3. The Parties stipulate that Plaintiff TANIKA TURLEY shall be appointed as
10 the Class Representative for the Class.

11 4. The Parties stipulate that Harris & Ruble and North Bay Law Group shall be
12 appointed Class Counsel for the Settlement Class.

13 5. The stipulations to certify the Settlement Class are completely contingent
14 upon final approval of this Agreement by the Court and are made for settlement purposes only. If
15 the Settlement is not approved by the Court, is overturned on appeal, or does not become final for
16 any other reason, the Parties agree that the certification of the Settlement Class is void ab initio and
17 that, if necessary, they shall stipulate to decertification of the Settlement Class without prejudice to
18 the propriety of class certification being adjudicated on the merits.

19 **V. TERMS OF THE SETTLEMENT**

20 **A. Gross Settlement Amount**

21 1. In consideration for the release of claims, Defendant shall pay, or cause to be
22 paid, the total sum of \$1,750,000.00, in cash, as described below, for payment of all claims, payment
23 of claims administration, attorney fees, attorney expenses, a payment to the LWDA, and service
24 awards for the named plaintiffs (the “Gross Settlement Amount”).

25 2. The following litigation costs and costs of administration will be deducted
26 from the Gross Settlement Amount: (a) attorneys’ fees and recoverable costs; (b) settlement
27 administration fees; (c) a payment to the Labor Workforce Development Agency in the amount of
28 \$50,000; and (d) a service award to named plaintiff Turley not to exceed \$2,500 for her services as
Class Representative.

1 3. The “Net Settlement Amount” will equal the net amount available for
2 payment of claims to Class Members (after deducting the above-referenced fees and costs from the
3 Gross Settlement Amount).

4 4. This is a non-reversionary settlement and none of the Gross Settlement
5 Amount will revert to the Defendant.

6 5. The allocation of payment of claims between the class members and tax
7 treatment of such claims shall be 25% wages, 25% interest, and 50% penalties and expense
8 reimbursement.

9 6. If the number of Class Members exceeds 6,993 by more than 10%, or if the
10 number of wage statements exceeds 73,665 by more than 10%, the Gross Settlement Amount will
11 increase by a proportionate percentage for all additional Class Members or wage statements above
12 the 10 percent allowance.

13 7. This Settlement does not establish a fund for the payment of claims except as
14 expressly provided for herein. The maximum Gross Settlement Amount shall remain in the
15 possession, custody, and control of Defendant until the settlement amounts are distributed as set
16 forth herein. The maximum Gross Settlement Amount shall not be segregated but shall remain in
17 Defendant’s general funds until distributed or shall be provided to the Claims Administrator for
18 distribution sufficiently in advance for the Claims Administrator to meet its obligations under the
19 Settlement Agreement.

20 8. In the event that this Settlement Agreement is canceled, rescinded, terminated,
21 voided, or nullified, however that may occur, or the settlement of the Action is barred by operation
22 of law, is invalidated, is not approved or otherwise is ordered not to be carried out by the Court or
23 any court of competent jurisdiction, Defendant will cease to have any obligation to pay or provide
24 any portion of the maximum Gross Settlement Amount to anyone under the terms of this Settlement
25 Agreement.

B. Attorneys' Fees and Costs

9. The Action alleges a potential claim for attorneys' fees and costs pursuant to, inter alia, the California Labor Code. The Parties agree that any and all such claims for attorneys' fees and costs have been settled in this Joint Stipulation subject only to approval by the Court.

10. Defendant understands that Class Counsel will apply to the Court for an award of attorneys' fees and costs, which will be scheduled for determination at the final fairness and approval hearing described below. Plaintiff's counsel intends to apply to the Court for a fee award, plus expenses and costs incurred. Defendant will not object to a claim for attorney fees of up to 33.33% of the Gross Settlement Amount (\$583,333), costs (up to \$25,000) as documented in billing statements of the attorneys for the named Plaintiffs, and a service award to named plaintiff Turley of up to \$2,500.00. If the Court believes the fees, costs, or service awards should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the fees, costs, or service awards is not a ground for rescinding the settlement.

11. The fee award shall be paid exclusively from the maximum Gross Settlement Amount, and will compensate Class Counsel for all of the work already performed in the Action and all work remaining to be performed in documenting the Settlement, securing Court approval of the Settlement, administering the Settlement, ensuring that the Settlement is fairly administered and implemented, and defending against any appeals, as well as all associated expenses. The litigation costs and expenses shall be those costs and expenses incurred by Plaintiff as set forth on Class Counsel's billing statement, including but not limited to mediation fees, expert and consultant fees, filing fees, attorney service charges, online research charges, travel expenses (including mileage, parking, meals, hotels and flights), copying expenses, deposition expenses, Belaire West class notice expenses (if not covered by the claims administrator bid), courier fees, postage and delivery charges. Neither the Class Representatives, Class Counsel, nor any other Class Member shall seek payment of attorneys' fees or reimbursement of costs or expenses from Defendant except as expressly set forth in this Joint Stipulation.

12. The substance of Class Counsel's application for attorneys' fees and costs is not a material part of this Joint Stipulation, and is to be considered separately from the consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. However, all claims for attorneys' fees and costs or expenses that the Settlement Class may possess against Defendant have been compromised and resolved in this Joint Stipulation. Any proceedings related to Class Counsel's application for attorneys' fees and costs shall not terminate or cancel this Joint Stipulation. If Class Counsel appeals an adverse ruling of the Court regarding its fee and cost application, the ruling of the appellate court (regardless of its substance) shall not constitute a material alteration of a term of this Joint Stipulation. Class Counsel waives and releases any claim for fees and costs in excess of that which are allowed by the Court or on appellate review of the Court's fees and costs decision or otherwise. The amount, if any, by which the finally approved fees and costs are less than the maximum amount which can be sought pursuant to this Agreement shall be a part of the wages and non-wage income provided Class Members in equal proportions.

13. No later than fifteen (15) calendar days after the Court's approval of Class Counsel's application for attorneys' fees and costs, Class Counsel shall deliver to the Claims Administrator written instructions that describe the manner and mode of payment of such attorneys' fees and costs (and, in the absence of such instructions, such attorneys' fees and costs shall be sent by wire transfer as set forth below), and fully-executed Form W-9s with respect to all persons or entities to whom some or all of the attorneys' fees and costs shall be paid.

14. No later than ten (10) calendar days after the Final Effective Date, Defendant shall wire transfer the maximum Gross Settlement Amount to the Claims Administrator. Assuming the conditions in Paragraph 17 have been met, no later than five (5) calendar days after the receipt of the maximum Gross Settlement Amount from Defendant, the Claims Administrator shall issue a payment to Class Counsel for the amount of attorneys' fees and costs approved by the Court and in accordance with the instructions provided by Class Counsel.

15. The Claims Administrator will issue to Class Counsel IRS Form 1099s for the amounts paid for attorneys' fees and costs under this Settlement.

C. Payment to Claims Administrator

1 16. The fees and expenses of the Claims Administrator are estimated at \$50,000.
2 To the extent that the costs of administration exceed the amount agreed upon, the shortfall will be
3 taken from the Net Settlement Amount and thereby reduce the amount of penalties payable to the
4 Participating Class Members. To the extent the cost of administration is less than the amount agreed
5 upon, the excess shall become part of the Net Settlement Amount and shall increase the amount of
6 penalties payable to the Participating Class Members.

7 17. On or before the date of the Final Approval Hearing, the Claims
8 Administrator shall deliver to counsel for Defendant a fully-executed Form W-9.

9 18. No later than ten (10) calendar days after the Final Effective Date, Defendant
10 shall mail or wire transfer the maximum Gross Settlement Amount to the Claims Administrator. At
11 the time it receives the maximum Gross Settlement, the Claims Administrator may issue a payment
12 to itself for the amount of fees approved by the Court.

13 19. Defendant will issue to the Claims Administrator an IRS Form 1099 for the
14 sum paid to it under this Settlement.

15 **D. Class Representative Payments to Class Representatives**

16 20. Defendant understands that Plaintiffs and Class Counsel will apply to the
17 Court for Class Representative Payment, which will be scheduled for determination at the final
18 fairness and approval hearing. Plaintiff and Class Counsel will apply for a Class Representative
19 Payment in an amount up to, but not to exceed, Two Thousand Five Hundred Dollars and No Cents
20 (\$2,500.00) to Plaintiff Turley as Class Representative, which shall be paid exclusively from the
21 maximum Gross Settlement Amount, and will compensate Plaintiff Turley for her services as the
22 Class Representatives. Defendant will not oppose Plaintiff's application for the Class
23 Representative Payment up to the stated amount. The amount, if any, by which the Class
24 Representative Payment are less than the maximum amount which can be sought pursuant to this
25 Agreement shall be part of the Net Settlement Distribution Amount.

26 21. As condition precedent to the payment of this Class Representative Payment,
27 Plaintiff releases any and all claims against Defendant as set forth in the Class Representative
28 Release.

22. Any Class Representative Payment awarded by the Court shall be in addition to the payment, if any, Plaintiff may otherwise receive as a Participating Class Member and shall not be subject to payroll tax withholding and deductions for this payment.

23. No later than seven (7) calendar days after the receipt of the maximum Gross Settlement Amount from Defendant, the Claims Administrator shall issue the Class Representative Payment to Class Counsel on behalf of Plaintiff in the amount approved by the Court, subject to all authorized and required deductions.

24. The Claims Administrator will issue IRS Form 1099-MISC to Plaintiff for the amount of the Class Representative Payment.

E. Distribution to Participating Class Members

25. The following litigation costs and costs of administration will be deducted from the Gross Settlement Amount: (a) attorneys' fees and recoverable costs; (b) settlement administration fees; (c) a net payment to the Labor Workforce Development Agency in the amount of \$50,000; and (d) a service award to named plaintiff Turley not to exceed \$2,500 as Class Representative.

26. The "Net Settlement Amount" will equal the net amount available for payment of claims to Class Members (after deducting the above-referenced fees and costs from the Gross Settlement Amount).

27. Class Members who do not affirmatively opt-out of the settlement will receive a pro-rata share of the Wage Statement Settlement Amount based on pay periods worked during the Class Period. After a Second Distribution, if any, all checks not cashed within 180 days of payment shall be paid to Public Counsel, the *cy pres* of Defendant's selection, in accordance with Code of Civil Procedure section 384.

28. The Participating Class Members shall be paid their respective Individual Settlement Payments as provided in this Agreement pursuant to section IX below. The allocation of payment of claims between the class members and tax treatment of such claims shall be 25% wages, 25% interest, and 50% penalties and expense reimbursement.

F. PAGA Payment

29. The Parties have agreed to allocate the net amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for the resolution of all Class Members' claims under the California Private Attorney General Act, California Labor Code Section 2698, et. seq. The PAGA Payment will be remitted to the California Labor and Workforce Development Agency.

30. This amount is subject to review and approval by the Court as part of the settlement process pursuant to Labor Code section 2699(1)(2). This Settlement is contingent on the Court approving the PAGA release and payment. Plaintiff's counsel will submit a copy of the Settlement to the LWDA at the same time the Settlement is submitted to the Court in accordance with Labor Code section 2699 (1)(2).

31. Within five (5) calendar days after the receipt of the maximum Gross Settlement Amount from Defendant, the Claims Administrator will remit the PAGA Payment to the California Labor and Workforce Development Agency.

VI. APPOINTMENT AND DUTIES OF CLAIMS ADMINISTRATOR

32. The Claims Administrator shall perform the following duties in connection with administration of the Settlement: (1) using the data provided by Defendant to prepare the Notice Materials for each Class Member, as described in section VII.A of this Settlement; (2) mailing the Notice Materials to Class Members; (3) tracking non-delivered Notice Materials and taking reasonable steps to re-send them to Class Members' current addresses; (4) sending out reminder postcards to Class Members; (5) setting up a settlement website which contains copies of all papers and orders filed in connection with preliminary and final approval, including the final Settlement Agreement, Complaint, and Final Judgment; (6) tracking and timely reporting to Class Counsel and Counsel for Defendant about any Opt-Outs/requests for exclusion; (7) calculating and paying the amounts due to each Participating Class Member pursuant to the Settlement; (8) resolving disputes (if any) by Class Members, after timely notice to and consultation with Class Counsel and counsel for Defendant; (10) transmitting funds as required by applicable garnishments and liens; (11) contacting all Participating Class Members who have not cashed their Settlement Checks to remind them to do so before the six-month deadline for doing so expires; (12) transmitting funds to

1 resolve the PAGA claim to the State of California as designated; (13) issuing payments to Class
2 Counsel and Class Representative and associated tax forms; (14) escheating the funds to the agreed
3 upon *cy pres* recipient; (15) providing declarations regarding disbursements as required by the Court.

4 33. Any unresolved, material disputes between the parties regarding the Claims
5 Administrator's performance of its duties in this case will be referred to the Court, if necessary,
6 which will have continuing jurisdiction over this Settlement, pursuant to Code of Civil Procedure
7 section 664.6 and Rule 3.769(h) of the California Rules of Court, until all payments and obligations
8 contemplated by this Settlement have been fully carried out.

9 **VII. NOTICE TO THE CLASS OF THE SETTLEMENT**

10 **A. Mailing or Emailing the Notice Packets to the Class Members**

11 34. Within fifteen (15) calendar days after the Court enters its Preliminary
12 Approval Order, Defendant will provide to the Claims Administrator a database that lists, for each
13 Class Member, the individual's name, Social Security Number, last known email and/or address and
14 telephone number; last known email address, and dates of employment with Defendant during the
15 Covered Period. This database will be drawn from Defendant's payroll and other business records
16 and will be in a format acceptable to the Claims Administrator and Defendant. Defendant will
17 consult with the Claims Administrator prior to the date for providing this information to ensure that
18 the format will be acceptable to the Claims Administrator. The data provided to the Claims
19 Administrator and Class Counsel will remain confidential and will not be disclosed to anyone,
20 except as required to applicable tax authorities, pursuant to Defendant's express written consent, or
21 by order of the Court.

22 35. Within fifteen (15) calendar days after Defendant provides the Claims
23 Administrator the information stated pursuant to Paragraph 36, above, the Claims Administrator will
24 email and mail, by first-class mail (as approved by the Court), the Notice Materials to all Class
25 Members at their last known address, unless modified by any updated address information that the
26 Claims Administrator obtains in the course of administration of the Settlement. The email notice
27 will be a short form notice (as approved by the Court) notifying the Class Member of the settlement,
28

1 advising them that they will be receiving a long form notice by mail and directing them to the claims
2 administrator's website for the relevant documents.

3 36. The Claims Administrator will use standard devices, including the National
4 Change of Address ("NCOA") database or equivalent, to obtain forwarding addresses prior to the
5 initial mailing of the Notice Materials and will use appropriate skip tracing databases ("Skip
6 Tracing") prior to the initial mailing to maximize the probability that the Class Notice will be
7 received by all Class Members. For returned or undeliverable Class Notice Materials, the Claims
8 Administrator will utilize both the NCOA and Skip Tracing on a rolling basis during the week that
9 notices are returned to maximize the probability that the Class Notice will be received by all Class
10 Members. Class Members to whom the Class Notice Materials are resent after having been returned
11 undeliverable to the Claims Administrator shall have ten (10) calendar days thereafter, or until the
12 response deadline has expired, whichever is later, (the "Extended Response Deadline") to mail, fax
13 or email the request for exclusion (opt out), submit a dispute, submit an objection. Notice Materials
14 that are resent shall inform the recipient of this adjusted deadline. If a Class Member's Notice
15 Materials are returned to the Claims Administrator more than once as non-deliverable, no additional
16 Notice Materials shall be sent. The Claims Administrator will provide the parties with weekly
17 reports regarding the Skip Tracing efforts to re-mail returned or undeliverable notices.

18 37. Within thirty (30) calendar days after the Claims Administrator mails out the
19 Notice Materials, the Claim Administrator will mail out mutually acceptable reminder postcards (or
20 emails, as appropriate) to Class Members reminding them of their right to submit an Opt-Out Form,
21 object to the settlement, or dispute the Defendant's employment records used to determine the Class
22 Members' Gross Individual Settlement Payment.

23 38. The Claims Administrator shall provide regular reports to Class Counsel and
24 Defendant's counsel as to the mailings of Notice Materials, Opt-Out Forms, and objections prior to
25 the close of the period in which claims can be made.

26 **B. Disputes**

27 39. Defendant's records will be presumed correct, pursuant to California Evidence
28 Code section 630 (burden of producing evidence), *unless* a Class Member submits a dispute. In that

1 case, there shall be no presumption regarding whether the disputed records are correct or not.
2 Thereafter, the Claims Administrator will evaluate the written and documentary evidence submitted
3 by the Class Member, without regard to any presumption, utilizing its independent judgment,
4 compared to records provided by Defendant, and will make a final determination based on its
5 evaluation of all the evidence presented. In determining whether the dispute will be accepted, the
6 Claims Administrator may provide the submitted dispute and related documents to counsel for the
7 parties for review. The counsel for the parties may provide additional information to the Claims
8 Administrator to aid in the final determination. All determinations will be made no later than fifteen
9 (15) calendar days within receipt of the challenge. Any workweek dispute should be postmarked by
10 no later than sixty (60) calendar days after the initial date of mailing of the Notice Materials, subject
11 to the Extended Response Deadline set forth in paragraph 38 above for re-mailed notices.

12 **C. Objections to Settlement**

13 40. Subject to the Extended Response Deadline set forth in paragraph 38 above
14 for re-mailed notices, the Class Members will have sixty (60) calendar days after the date on which
15 the Claims Administrator mails the Class Notice to object to the Settlement by mailing, emailing or
16 faxing to the Claims Administrator, received by email or fax or postmarked by the sixty (60)-day
17 deadline (or Extended Response Deadline, as applicable), a written objection to the Settlement.

18 41. Nevertheless, the Court may entertain subsequently objections or oral
19 argument from a class member or his or her counsel at the final fairness hearing.

20 42. Any Class Member who has elected to opt-out of the Settlement (pursuant to
21 the procedure set forth below) may not submit an objection to the Settlement.

22 43. The Claims Administrator shall provide the Parties a copy of any objections
23 received within three (3) days of receipt. Counsel for the Parties shall file any objections and any
24 response thereto at least seven (7) calendar days before the Final Approval Hearing.

25 **D. Election Not to Participate in the Class Settlement**

26 44. In order for a Class Member to validly and effectively request exclusion from,
27 and opt out of, this Settlement, the Class Member must submit to the Claims Administrator an Opt-
28 Out Form according to the procedures set forth in the Class Notice. Substantial compliance with the

1 requirements set forth in the Class Notice will in most cases be sufficient. To the extent additional
2 information is required, the Claims Administrator will communicate with the Class Member. Subject
3 to the Extended Response Deadline set forth in paragraph 38 above for re-mailed notices, in order to
4 be valid, the Opt-Out Form must be postmarked for delivery to the Claims Administrator no later
5 than sixty (60) calendar days after the date of mailing of the Class Notice. No request for exclusion
6 will be accepted if postmarked for delivery to the Claims Administrator after the deadline indicated.,
7 subject to the Extended Response Deadline set forth in paragraph 38 above for re-mailed notices.

8 45. Any Class Member who does not properly and timely submit an Opt-Out
9 Form will automatically be bound by all terms and conditions of the Settlement, including its release
10 of claims, if the Settlement is approved by the Court, and be bound by the Final Approval Order,
11 regardless of whether he or she has objected to the Settlement.

12 46. A Class Member who properly and timely submits an Opt-Out Form will not
13 be bound by the Settlement, and will remain free to contest any claim brought by Plaintiff that would
14 have been barred by the Settlement, and nothing in this Settlement will constitute or be construed as
15 a waiver of any defense Defendant has or could assert against such a claim.

16 47. Plaintiff may not opt-out of the Settlement Class.

17 **E. Reports and Declaration by Claims Administrator**

18 48. By no later than fifteen (15) calendar days after expiration of the 60-day
19 deadline for submission of Opt-Out Forms, the Claims Administrator will submit to Class Counsel
20 and Counsel for Defendant a report setting forth the number of individuals who, as of that date, have
21 submitted: (a) valid Opt-Out Forms; or (b) invalid requests to be excluded from the Settlement. In the
22 event that the Claims Administrator subsequently receives an Opt-Out Form, it will promptly
23 distribute an updated report.

24 49. By no later than the date when Plaintiff files her motion for final approval of
25 the Settlement, the Claims Administrator will prepare and submit for filing in support of the motion a
26 declaration attesting to its mailing of the Class Notice, its receipt of requests for exclusion and
27 objections, and its inability to deliver the Class Notice to potential Class Members due to invalid
28 addresses. As applicable, the Claims Administrator will prepare and submit for filing in support of

the motion for final approval, any supplemental declaration.

F. Settlement Website

50. The Claims Administrator will create a settlement website which contains copies of all papers and orders filed in connection with preliminary and final approval, including the Class Notice Materials, the final Settlement Agreement, the Motion for Preliminary Approval, any related approval orders (including all orders denying attempts to secure preliminary approval), the operative Complaint, and the Final Judgment, if entered. The website will go “live” and these documents will be posted no later than the date of the initial mailing of the Notice Materials and will remain posted until at least the date of final approval, if that occurs. The Claim Administrator will also post on its website Notice of Final Judgment, if entered.

VIII. RIGHT TO RESCIND

51. In the event that ten percent (10%) or more of the Class Members submit valid requests not to participate in the Settlement, Defendant will have the exclusive right in its sole discretion to rescind the Settlement, and all actions taken in its furtherance will be null and void. Defendant must exercise this right within fifteen (15) days after the date on which the Claims Administrator first informs Defendant that at least ten percent (10%) of the potential Class Members have made valid requests to be excluded from the Settlement.

IX. DISTRIBUTION OF THE SETTLEMENT PAYMENTS

52. Defendant or Class Counsel shall serve the Claims Administrator with notice of the Final Effective Date as soon as possible. No later than fifteen (15) calendar days after the Final Effective Date, the Claims Administrator will prepare and provide counsel for Defendant and Class Counsel with a report summarizing the total Participating Class Members and the Gross Individual Settlement Payment for each Participating Class Member on that list. The sum of the Gross Individual Settlement Payments due to the individuals on that list shall constitute the “Class Settlement Payment.”

53. Defendant will cause the maximum Gross Settlement Amount to be wired to the Claims Administrator no later than fifteen (15) calendar days after the Final Effective Date. Within the same fifteen (15) calendar days, Defendant also will provide the Claims Administrator a

list identifying all Participating Class Members who have garnishments and liens, the amounts of each individual's garnishments and liens, and the name and address of the person or entity that is entitled to receive payment of such garnishments and liens.

54. Within fifteen (15) calendar days after the receipt of the maximum Gross Settlement Amount from Defendant, the Claims Administrator will distribute to every Participating Class Member his or her Net Individual Settlement Payment. The Claims Administrator shall make appropriate tax reporting and withholdings in accordance with this Agreement and applicable law and regulations.

55. The Claims Administrator will timely remit any taxes associated with the settlement payments to the proper authorities, as required by law. In addition, the Claims Administrator will timely prepare and issue an IRS Form 1099-MISC and W-2 Form as appropriate to each Participating Class Member to the extent required by law.

56. If any Participating Class Member does not cash his or her settlement check(s) within six (6) months after issuance, fifteen (15) calendar days after the check-cashing deadline the Claims Administrator shall escheat the funds to Public Counsel as the *cy pres* recipient hereto, subject to Court approval. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure section 384 and the doctrines of *Cy Pres* and *escheat*.

X. RELEASE OF CLAIMS

A. Released Claims by Class Members Who Do Not Opt Out

57. Class members who do not opt-out of the settlement will be bound by a release of claims.

58. The release of claims includes Released Claims which could have been pled based on or reasonably related to the facts and claims alleged in the Complaint, FAC, SAC, TAC, or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, FAC, SAC or TAC of which a Class Member does not know or suspect to exist in his or her favor against Defendant as of the date of Final Approval.

59. As of the date the Final Approval Order is entered by the Court and except as to such rights or claims as may be created by this Settlement, to the maximum extent allowed by law, each Class Member who has not timely and effectively opted out will be deemed to have released claims as both a matter of contract and judicial procedure as follows, which release shall be incorporated into the Class Notice:

Once the settlement is finalized, all Class Members who have not submitted timely and valid Exclusion Letters will release and discharge Defendant, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the California Business and Professions Code, the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out of or reasonably related to the facts, transactions, and occurrences pled in the Complaint, the First Amended Complaint, the Second Amended Complaint, or the Third Amended Complaint which are or could be the basis of claims for: (1) unpaid wages; (2) unpaid minimum wages; (3) unpaid or underpaid overtime wages; (4) failure to provide meal periods and claims regarding meal period premium pay; (5) failure to provide rest periods and claims regarding rest period premium pay; (6) failure to reimburse expenses; (7) failure to provide accurate wage statements; (8) failure to timely pay wages upon termination and during employment; (9) claims for unfair competition arising from the facts alleged in the operative complaints; and (10) related claims for penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA) for California Labor

Code sections 201, 202, and 203 (collectively, the “Released Claims”). The release will exclude claims for vested benefits, wrongful termination (apart from that of Plaintiff Turley and any other named Plaintiff who will execute general releases of claims under Civil Code section 1542), unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period.

60. The Gross Individual Settlement Payment to Participating Class Members will not result in any additional benefit payments beyond those provided by this Agreement to Plaintiff and Participating Class Members. Participating Class Members will be deemed to have waived all such claims for benefits premised upon the Gross Individual Settlement Payments to them, whether known or unknown by them, as part of their Released Claims under this Agreement.

B. Released Claims by the Class Representative

61. As of the date the Final Approval Order is entered by the Court and except as to such rights or claims as may be created by this Settlement, to the maximum extent allowed by law, the Class Representatives will be deemed to have released claims as follows:

The Class Representative hereby fully and finally releases and discharges the Released Parties (defined in Paragraph 62, above) from any and all of the Released Claims (defined in Paragraph 62, above) and from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that the Class Representative had, now has, or may hereafter claim to have against the Released Parties arising out of, or relating in any way to, the Class Representative’s hiring by, employment with, separation of employment with, or otherwise relating to the Released Parties, arising or accruing from the beginning of time up through the date of the Final Approval Hearing (“Class Representative’s Released Period”) with the exception of any other claims which cannot be released by law (“Class Representative’s Released Claims”).

With respect to the Class Representative’s Released Claims only, the Parties stipulate and agree that, upon the Effective Date, the Class Representative waives California Civil Code Section 1542, which provides:

1 A general release does not extend to claims that the creditor or
2 releasing party does not know or suspect to exist in his or her favor at
3 the time of executing the release and that, if known by him or her,
4 would have materially affected his or her settlement with the debtor or
5 released party.

6 **XI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

7 62. The Parties shall submit this Joint Stipulation to the Court in support of
8 Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness,
9 adequacy, and reasonableness. As soon as reasonably possible upon execution of this Joint
10 Stipulation, the Parties shall apply to the Court for the entry of an Order Granting Preliminary
11 Approval of the Settlement and Notice which shall provide for, among other things, the following:

12 a. Scheduling a final fairness and approval hearing on the question of
13 whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to
14 the Settlement Class.

15 b. Approving as to form and content the proposed Class Notice described
16 herein;

17 c. Directing the mailing of the Class Notice by first class mail to the
18 Class Members;

19 d. Preliminarily approving the Settlement;

20 e. Preliminary certifying the Class for settlement purposes only; and

21 f. Approving Alan Harris, David Garrett and Priya Mohan of Harris &
22 Ruble as Class Counsel, Plaintiffs as Class Representatives, and an administrator mutually agreed to
23 by the Parties and approved by the court, as Claims Administrator.

24 63. After the Preliminary Approval Order is entered by the Court, and prior to the
25 deadline for objections, Plaintiff shall file the motion for an award of attorneys' fees and costs to be
26 heard on the same hearing date as set by the Court for the final fairness and approval hearing.

27 **XII. DUTIES OF THE PARTIES REGARDING FINAL COURT APPROVAL**

28 64. In connection with the final approval by the Court of the Settlement, the
Parties will submit a proposed Order Granting Final Approval of the Class Action Settlement and

Final Judgment substantially in the form attached as **Exhibits C and D**, respectively, which shall provide, among other things, as follows:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and reimbursement of costs;

c. Approving the Class Representative's service payment;

d. Certifying the Settlement Class for purposes of this Settlement only;

e. Entering Judgment pursuant to California Rules of Court, rule 3.769(h) which retains jurisdiction and permanently bars the Class Members who do not timely and validly exclude themselves from the Settlement from prosecuting any and all Released Claims against the Released Parties, and permanently bars the Class Representative from prosecuting any and all Class Representative's Released Claims against the Released Parties. Notice of the Final Judgment shall be given by Plaintiff to Defendant as set forth in the Class Notice, which notice shall satisfy the requirements of California Rules of Court, rule 3.771;

f. Dismissing the remainder of Plaintiffs' individual claims, with prejudice.

XIII. EFFECT OF NON-APPROVAL

65. If this Agreement is not preliminarily or finally approved by the Court and/or if a Final Approval Order is not entered or if Defendant exercises the option to rescind (*e.g.*, because the Court does not approve the settlement, or the opt-outs from the Class exceed five percent and Defendant revokes the Agreement), this Agreement shall be null and void. In such event, (1) nothing in this Agreement shall be construed as a determination, admission, or concession of any issue in the Action, and nothing in this Joint Stipulation may be offered into evidence in any trial on the merits of the claims asserted in the Complaint filed in the Action or in any subsequent pleading; (2) the Parties expressly reserve their rights with respect to the prosecution and defense of the Action as if this Agreement never existed; and (3) Defendant shall be responsible for any costs for Notice or claims administration incurred by the Claims Administrator through that date. If there is any

1 reduction in the attorneys' fees or costs awards or the Class Representative Payments, such reduction
2 may be appealed but is not a basis for rendering this Agreement void, voidable and/or unenforceable.

3 **XIV. CONFIDENTIALITY PRECEDING MOTION FOR PRELIMINARY APPROVAL**

4 66. Except for disclosures authorized by Defendant or necessary to prepare the
5 motion for preliminary approval, the terms of this Settlement shall remain confidential until they are
6 presented to the Superior Court in connection with the motion for preliminary approval. The Parties
7 and their counsel shall issue no public statements and shall make no comments to media or press
8 with respect to the Action or the settlement at any time (including but not limited to press releases),
9 except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate
10 or cause to be made, published or circulated any statements that represent or suggest any
11 wrongdoing by Defendant, or that this settlement or any order by the Court regarding the settlement
12 represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by
13 the Court of liability or wrongdoing.

14 **XV. MUTUAL FULL COOPERATION**

15 67. The Parties will fully cooperate with each other and use their best efforts,
16 including all efforts contemplated by this Settlement and any other efforts that may become
17 necessary or ordered by the Court, or otherwise, to accomplish the terms of this Settlement in
18 accordance with the terms of the parties' memorandum of understanding, including but not limited
19 to, executing such documents and taking such other action as may reasonably be necessary to obtain
20 preliminary and final approval of this Settlement and to implement its terms.

21 **XVI. NO PRIOR ASSIGNMENTS**

22 68. The Parties represent, covenant, and warrant that they have not directly or
23 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
24 person or entity any portion of any claims, causes of action, demands, rights and liabilities of every
25 nature and description released under this Settlement.

26 **XVII. NOTICES**

27 69. Unless otherwise specifically provided by this Settlement, all notices,
28 demands or other communications given under this Settlement will be in writing and be deemed to

have been duly given as of the third business day after mailing by United States registered or certified mail, return-receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

ALAN HARRIS
PRIYA MOHAN
DAVID GARRETT
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203
Telephone: 323.962.3777

David Harris
North Bay Law Group
116 E. Blithedale Ave., Ste. 2
Mill Valley, CA 94941
Telephone: (415) 388-8788
Facsimile: (415) 388-8770
dsh@northbaylawgroup.com

To Defendant:

Angela C. Agrusa
angela.agrusa@us.dlapiper.com
Levi W. Heath
levi.heath@us.dlapiper.com
Steve L. Hernández
Steve.hernandez@dlapiper.com
DLA PIPER LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, California 90067-4704
Tel: (310) 595-3000
Fax: (310) 595-3300

MESSNER REEVES LLP
Charles C. Cavanagh
1430 Wynkoop Street, Suite 300
Denver, Colorado 80202
Telephone: 303.623.1800
Facsimile: 303.623.0552

XVIII. CONSTRUCTION

70. This Settlement is the result of lengthy, arms-length negotiations between the Parties. This Settlement will not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement.

XIX. CAPTIONS AND INTERPRETATIONS

71. Paragraph and section titles, headings, or captions contained in this Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

1 describe the scope of this Settlement or any of its provisions. Each term of this Settlement is
2 contractual and not merely a recital, except for those set forth in Section I, above.

3 **XX. MODIFICATION**

4 72. The material terms of this Settlement may not be changed, altered, or
5 modified, except in writing and signed by the Parties and approved by the Court. This Settlement
6 may be amended through Stipulation signed by counsel for all Parties to correct typographical errors
7 or to address non-material administrative issues as directed by the Court. This Settlement may not
8 be discharged except by performance in accordance with its terms or by a writing signed by the
9 Parties.

10 **XXI. APPLICABLE LAW**

11 73. All terms and conditions of this Agreement will be governed by and
12 interpreted according to the laws of the State of California, without giving effect to any conflict of
13 law or choice of law principles.

14 **XXII. INTEGRATION CLAUSE**

15 74. This Settlement and all the attached Exhibits, which by this reference are
16 incorporated into this Settlement, constitutes the entire agreement between the Parties relating to the
17 Settlement and transactions contemplated by the Settlement. All prior or contemporaneous
18 agreements, understandings, representations, and statements, whether oral or written and whether by
19 a Party or a Party's counsel, are merged into this Settlement. No rights under this Settlement may be
20 waived except in writing.

21 **XXIII. BINDING ON ASSIGNS**

22 75. This Settlement will be binding upon and will inure to the benefit of the
23 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

24 **XXIV. CLASS MEMBER SIGNATORIES**

25 76. It is agreed that because the members of the Class are so numerous, it is
26 impossible or impractical to have each Class Member who does not timely and validly opt-out
27 execute this Settlement. The Class Notice will inform all Class Members of the binding nature of
28

the release contained herein will have the same force and effect as if this Settlement were executed by each Class Member who does not timely and validly opt-out.

XXV. COUNTERPARTS

77. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement, which will be binding upon and effective as to all Parties.

78. This Settlement may be signed by facsimile signature or digital signature, each of which will have the same force and effect as an original signature.

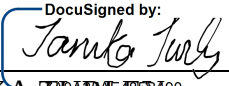
XXVI. PARTIES' AUTHORITY TO SIGN

79. The signatories to this Settlement hereby represent that they are fully authorized to enter into this Settlement on behalf of themselves or their respective principals.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this document to evidence their acceptance of and agreement to the Settlement.

Dated: 9/4/2020, 2020

DocuSigned by:

 TANIKA TURLEY
 Plaintiff

Dated: _____, 2020

 ALAN HARRIS
 PRIYA MOHAN
 DAVID GARRETT
 HARRIS & RUBLE
 Attorneys for Plaintiff and Settlement Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2020

CHIPOTLE INC.
Defendant
By: Roger Theodoreis, CLO/General Counsel

Dated: _____, 2020

ANGELA AGRUSA
LEVI W. HEATH
STEVE L. HERNÁNDEZ
DLA PIPER LLP (US)
Attorneys for Defendant

Dated: _____, 2020

DAVID HARRIS
NORTH BAY LAW GROUPD
Attorneys for Plaintiff and Settlement Class