

1 ALAN HARRIS, Bar No. 146079  
2 PRIYA MOHAN, Bar No. 228984  
3 HARRIS & RUBLE  
4 655 N. Central Avenue, 17th Floor  
5 Glendale, CA 91203  
6 Telephone: 323.962.3777  
7 Fax No.: 323.962.3004  
8 dalanharris@gmail.com  
9 pmohan@harrisandruble.com

6 David Harris (SBN 215224)  
7 NORTH BAY LAW GROUP  
8 116 E. Blithedale Ave., Ste. 2  
9 Mill Valley, CA 94941  
10 Telephone: (415) 388-8788  
11 Facsimile: (415) 388-8770  
12 dsh@northbaylawgroup.com

10 Attorneys for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN FRANCISCO**

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

16 Plaintiff,

17 v.

18 CHIPOTLE SERVICES, LLC, a Colorado business  
19 entity, and DOE ONE through and including DOE  
20 ONE-HUNDRED,

20 Defendants.

Case No. CGC-15-544936

ASSIGNED TO HON. ANNE-CHRISTINE  
MASSULLO, DEPT. 304

**SUPPLEMENTAL DECLARATION  
OF ALAN HARRIS IN SUPPORT OF  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: September 23, 2020

Time: 1:30 p.m.

Judge: Hon. Anne-Christine Massullo

Dept.: 304

Civic Center Courthouse  
400 McAllister Street  
San Francisco, CA 94102

Complaints Filed: March 25, 2015

FAC Filed: July 23, 2015

Class Cert. Granted: Nov. 2, 2018

SAC Filed: January 15, 2020

TAC Filed: June 11, 2020

Trial date: March 29, 2021

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**09/30/2020**  
Clerk of the Court

BY: JUDITH NUNEZ  
Deputy Clerk

1 ALAN HARRIS declares under penalty of perjury under the laws of the State of California and the  
2 United States as follows:

3 1. I am a member in good standing of the State Bar of California and am one of the  
4 attorneys for Plaintiff Tanika Turley (“Turley” or “Plaintiff”) in the within action. I make this  
5 Declaration in support of Plaintiff’s Motion for Preliminary Approval of this proposed Class-Action and  
6 PAGA Settlement with Chipotle Services, LLC (“Chipotle”)(the “Settlement”). If sworn as a witness, I  
7 could competently testify to each and every fact set forth herein from my own personal knowledge.

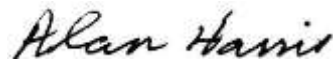
8 2. A hearing on Motion for Preliminary Approval of the Settlement was held in this Court  
9 on September 23, 2020 (the “Approval Hearing”).

10 3. The parties have revised the Class Notice and executed an Addendum to the Stipulation  
11 of Class Action Settlement, pursuant to orders made by the Court at the Approval Hearing.

12 3. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed Addendum  
13 to Stipulation of Class Action Settlement.

14 3. A true and correct copy of the revised (redlined) Class Notice is attached to the  
15 Addendum as **Exhibit A**. A true and correct copy of the clean (unmarked) Class Notice is attached to  
16 the Addendum as **Exhibit B**.

17  
18 I have read the foregoing, and the facts set forth therein are true and correct of my own personal  
19 knowledge. Executed September 30, 2020, in the County of Los Angeles, State of California.

20  
21 

22 Alan Harris

**PROOF OF SERVICE**

I am an attorney for Plaintiff(s) herein, over the age of eighteen years, and not a party to the within action. My business address is 655 N. Central Ave., 17<sup>th</sup> Floor, Glendale, CA 91203. On September 30, 2020, I served the within document(s):

**SUPPLEMENTAL DECLARATION OF ALAN HARRIS IN SUPPORT OF RENEWED MOTION FOR PRELIMINARY APPROVAL**

I caused such to be delivered by e-mail to:

angela.agrusa@us.dlapiper.com  
levi.heath@us.dlapiper.com  
Steve.hernandez@dlapiper.com

I am readily familiar with the Firm’s practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

Angela C. Agrusa  
Levi W. Heath  
Steve L. Hernández  
DLA PIPER LLP (US)  
2000 Avenue of the Stars  
Suite 400 North Tower  
Los Angeles, California 90067-4704

MESSNER REEVES LLP  
Charles C. Cavanagh  
1430 Wynkoop Street, Suite 300  
Denver, Colorado 80202

I declare under penalty of perjury that the above is true and correct. Executed on September 30, 2020, at Los Angeles, California.



---

David Garrett

**Exhibit List**

- 1
- 2 Exhibit 1 Addendum
- 3 Exhibit 2 Amended Notice Package
- 4 Exhibit 3 Clean Notice Package
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1 Alan Harris (SBN 146079)  
David Garrett (SBN 160274)  
2 HARRIS & RUBLE  
655 North Central Avenue, 17th Floor  
3 Glendale, CA 91203  
Telephone: (323) 962-3777  
4 Facsimile: (323) 962-3004  
aharris@harrisandruble.com

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

9 Attorneys for Plaintiffs

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12  
13 **SUPERIOR COURT OF CALIFORNIA**  
14 **COUNTY OF SAN FRANCISCO**

15  
16 TANIKA TURLEY and CHRISTOPHER  
17 THOMPSON, individually and on behalf  
of all others similarly situated,

18 Plaintiffs,

19 v.

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

22 Defendants.

Case No. CGC-15-544936

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

**STIPULATED ADDENDUM TO THE  
STIPULATION OF CLASS ACTION  
SETTLEMENT**

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Angela C. Agrusa (SBN 131337)  
angela.agrusa@us.dlapiper.com  
Levi W. Heath (SBN 220854)  
levi.heath@us.dlapiper.com  
Steve L. Hernández (SBN 229065)  
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, Cal. Bar No. 198468  
1430 Wynkoop Street, Suite 300  
Denver, Colorado 80202  
Telephone: 303.623.1800  
Facsimile: 303.623.0552

Attorneys for Defendant  
CHIPOTLE SERVICES, LLC

1 **STIPULATED ADDENDUM TO STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Stipulated Addendum (“Addendum”) to the Stipulation of Class Action Settlement (the  
3 “Settlement”) is made and entered into by and between Plaintiff TANIKA TURLEY, individually  
4 and on behalf of the class (“Plaintiff”), and Defendant CHIPOTLE SERVICES, LLC (herein  
5 “CHIPOTLE” or “Defendant”). Plaintiffs and Defendant are collectively referred to in this  
6 Settlement as the “Parties.”

7 **WHEREAS**, the Settlement was fully executed on September 4, 2020.

8 **WHEREAS**, the Parties submitted the Settlement for preliminary approval at a hearing  
9 which was held on September 23, 2020 (the “Approval Hearing”).

10 **WHEREAS**, at the Approval Hearing, the Court requested certain administrative changes to  
11 be made to the Class Notice and Settlement.

12 **WHEREAS**, paragraph 72 of the Settlement allows the Parties to amend the Settlement to  
13 address administrative issues, as directed by the Court, through Stipulation signed by counsel for all  
14 Parties.

15 **WHEREAS**, this Addendum incorporates by reference all terms and conditions of the  
16 Settlement. But for those specific terms and condition that this Addendum modifies, all terms and  
17 conditions in the Settlement will remain effective and enforceable. Any inconsistencies between this  
18 Addendum and Settlement will be interpreted and construed in favor of this Addendum.

19 **THEREFORE, IT IS HEREBY STIPULATED** by the Parties, by and through their  
20 counsel of record herein, subject to Court approval, that the Settlement is modified as follows:

21 **Revisions to Paragraph VII(D)(44)**

22 No changes will be made to the text of paragraph VII(D)(44) EXCEPT that the following  
23 sentence shall be added to the end of paragraph VII(D)(44):

24 In the alternative, a Class Member may request exclusion by submitting a letter  
25 to the Settlement Administrator which includes his/her name (and former  
26 names, if any), current address, telephone number and a signed statement in  
27 substantially the same form as follows: “Please exclude me from the proposed  
28 Settlement Class in *Turley v. Chipotle*, Case No. CGC-15-544936.”

1 **Revisions to Paragraph V(D)(27)**

2 Paragraph VII(D)(44) shall be revised as follows to add the additional underlined text:

3 Class Members who do not affirmatively opt-out of the settlement will receive  
4 a pro-rata share of the Wage Statement Settlement Amount based on pay  
5 periods worked during the period from October 1, 2014 to December 31, 2015  
6 (the "Calculation Period"). After a Second Distribution, if any, all checks not  
7 cashed within 180 days of payment shall be paid to Public Counsel, the *cy pres*  
8 of Defendant's selection, in accordance with Code of Civil Procedure section  
9 384.

10 **Revisions to Class Notice**

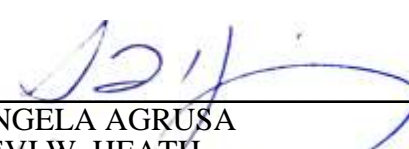
11 The redlined Class Notice, revised pursuant to the Court's tentative ruling, is attached hereto,  
12 at **Exhibit A**. A clean, unmarked copy of the revised Class Notice is attached hereto as **Exhibit B**.

13  
14 **IT IS SO STIPULATED**

15 Dated: \_\_\_\_\_, 2020

16 \_\_\_\_\_  
17 ALAN HARRIS  
18 PRIYA MOHAN  
19 DAVID GARRETT  
20 HARRIS & RUBLE  
21 Attorneys for Plaintiff and Settlement Class

22 Dated: September 30, 2020

23 \_\_\_\_\_  
24   
25 ANGELA AGRUSA  
26 LEVI W. HEATH  
27 STEVE L. HERNÁNDEZ  
28 DLA PIPER LLP (US)  
Attorneys for Defendant

29 Dated: \_\_\_\_\_, 2020

30 \_\_\_\_\_  
31 DAVID HARRIS  
32 NORTH BAY LAW GROUPD  
33 Attorneys for Plaintiff and Settlement Class



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**Revisions to Paragraph V(D)(27)**

Paragraph VII(D)(44) shall be revised as follows to add the additional underlined text:

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 period from October 1, 2014 to December 31, 2015 (the "Calculation 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.

**Revisions to Class Notice**

The redlined Class Notice, revised pursuant to the Court's tentative ruling, is attached hereto, at **Exhibit A**. A clean, unmarked copy of the revised Class Notice is attached hereto as **Exhibit B**.

**IT IS SO STIPULATED**

Dated: 9/30/2020, 2020

DocuSigned by:  
*David garrett*  
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\_\_\_\_\_  
ALAN HARRIS  
PRIYA MOHAN  
DAVID GARRETT  
HARRIS & RUBLE  
Attorneys for Plaintiff and Settlement Class

Dated: \_\_\_\_\_, 2020

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

Dated: 9/30/2020, 2020

DocuSigned by:  
*David Harris*  
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DAVID HARRIS  
NORTH BAY LAW GROUPD  
Attorneys for Plaintiff and Settlement Class

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**EXHIBIT A**

**IMPORTANT LEGAL NOTICE**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

CHIPOTLE SERVICES, LLC,

Defendants.

CASE NO. CGC-15-544936

**NOTICE OF PRIVATE ATTORNEY  
GENERAL ACT ("PAGA") AND  
CLASS ACTION SETTLEMENT  
AND SETTLEMENT HEARING**

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANT THAT WERE HIRED BEFORE AUGUST 1, 2014, AND WORKED IN CALIFORNIA AT ANY TIME FROM OCTOBER 1, 2014 THROUGH AUGUST 1, 2020.

**A PROPOSED SETTLEMENT AFFECTS YOUR RIGHTS.  
PLEASE READ THIS NOTICE CAREFULLY.**

1. A proposed settlement of the above-captioned class action ("the Litigation") filed in the San Francisco County Superior Court ("the Court") has been reached by the parties and has been granted preliminary approval by the Court supervising the Litigation.

The ~~Maximum~~ Gross Settlement Amount is \$1,750,000. (This amount may increase if the number of Class Members exceeds 6,993 by more than 10 percent, or if the number of wage statements exceeds 73,665 by more than 10 percent. In such a case, the Gross Settlement will increase by a proportionate percentage for all additional Class Members or wage statements).

Plaintiffs will ask that the \$1,750,000 ~~cash~~ payment be used to cover up to ~~\$583,333~~ \$583,275 in attorney's fees, up to \$25,000 in litigation costs, an estimated \$50,000 in settlement administration costs, up to \$2,500 in a total enhancement payment to the class representative, and \$50,000 to the Labor and Workforce Development Agency as penalties under the California Labor Code. The remainder of the ~~cash~~ payment, estimated to be ~~\$1,039,167~~ \$1,039,175, would then be distributed to the Class, estimated to include approximately 7,000 members, based on the number of workweeks worked ~~in the Class Period~~ during the period from October 1, 2014 to December 31, 2015 (the "Calculation Period"). The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member's settlement recovery.

2. The Court has ordered that this Notice of Class Action Settlement and Settlement Hearing (the "Class Notice") be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the settlement of this Litigation and your legal rights under the Amended Class Action Settlement Agreement and Release of Claims (the "Settlement Agreement"). The proposed settlement will resolve all claims for "Settlement Class Members," defined as follows:

The "Class Member" shall consist of any current or former employee 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 (“Class Period”). Each person in the class is a “Class Member,” and all such persons are referred to as the “Class.”

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-CBS or who have filed individual arbitrations related to that action, as well as any other person who has a pending arbitration or lawsuit as of August 1, 2020.

~~The Court has ordered that this Notice of Class Action Settlement and Settlement Hearing (the “Class Notice”) be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the settlement of this Litigation and your legal rights under the Amended Class Action Settlement Agreement and Release of Claims (the “Settlement Agreement”).~~

### PARTICIPATION AND OBJECTIONS

3. To receive a payment from the settlement, you need not take any action, except that you should update the Claims Administrator with your new address if you move. If you do nothing, and the settlement receives final approval, you will be mailed a check from the settlement at your address of record.

~~4. If you wish to object to the settlement in writing, you must submit an Objection to the Settlement Administrator (an “Objection”), and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than [Objection Deadline], 2020 [60 days from mailing]. Alternatively you can appear at the final approval hearing for the settlement. Detailed instructions for submitting an objection are set forth below.~~

~~5. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement. (The release is described below in paragraph 24.) Even if a Class Member objects, that Class Members will still participate in the Settlement and will still be mailed a check from the settlement at their address of record if the Settlement is approved. The release is described below.~~

### EXCLUSIONS

~~46. The only way for you to be part of any other lawsuit or arbitration against Chipotle involving the legal claims that are being released in this settlement (see paragraph 24) is to submit the enclosed Request for Exclusion from Class Action (an “Exclusion Form”) to the Court-appointed settlement administrator (the “Settlement Administrator”) postmarked no later than [Exclusion Deadline], 2020 [60 days from mailing]. This is called an “Opt Out”. Alternatively, you can submit your own written request for exclusion. Detailed instructions for requesting exclusion are set forth in paragraph 32 below.~~

### OBJECTIONS

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~~5. If you wish to object to the settlement, you must submit an Objection to the Settlement Administrator (an “Objection”), and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than [Objection Deadline], 2020 [60 days from mailing]. Alternatively you can appear at the final approval hearing for the settlement. Detailed instructions for submitting an objection are set forth below.~~

### **PRELIMINARY APPROVAL**

~~67.~~ A hearing on the final determination of the adequacy, reasonableness and fairness of the settlement will be held at \_\_\_ a.m./p.m. on \_\_\_\_\_, ~~2020-202~~ in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. **You are not required to attend this hearing.**

### **SUMMARY OF LITIGATION**

~~78.~~ On March 25, 2015, Plaintiff Tanika Turley (“Turley”) filed a complaint against Chipotle with class claims under the California Labor Code and Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2699, 2699.3, and 2699.5. Turley alleged that Chipotle had failed timely to pay wages – including all earned wages, final wages, and wages owing on account of interrupted meal periods and rest breaks – to its employees. Turley has also alleged unfair business practices, failure to reimburse expenses, failure to keep accurate records and that Chipotle provided improper wage statements to them and other current and former Chipotle employees (the “Allegations,” collectively).

~~9.~~ On or about May 23, 2018, Turley filed a Motion for Class Certification for wage statements, meal breaks, rest breaks and continuing wages. On November 2, 2018, the Court granted certification of a “wage statement subclass, narrowed to individuals who did not sign arbitration agreements”. The Court ordered the parties to “confer on the precise wording of the class definition and should consider whether it includes (i) individuals hired before August 1, 2014 or October 2, 2014, and (ii) whether it ends March 30, 2015, or some other date, e.g. in April, 2015.” The Court denied the Motion for Class Certification for the meal breaks, rest breaks and continuing wages. Subsequently, the Parties agreed that the class definition should include individuals hired before August 1, 2014 and end on March 30, 2015.

~~810.~~ After an exchange of relevant information, Chipotle and Turley agreed to enter into private mediation before a mediator to try and resolve the claims. A mediation was held on October 1, 2019, and the parties reached the settlement that was denied preliminary approval by the Court. Based upon the guidance of the Court, in consultation with the mediator, and following a Mandatory Settlement Conference, the parties entered into a revised settlement, which is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

~~911.~~ You have received this Class Notice because Chipotle records show you were employed as a Settlement Class Member and your rights may be affected by this settlement.

### **POSITIONS OF THE PARTIES**

~~¶12.~~ Chipotle has denied and continues to deny each of the Allegations in the Litigation. Chipotle contends that all of its employees have been provided meal and rest breaks and compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any penalties. ~~Chipotle alleges that all employees hired after August 1, 2014, executed valid arbitration agreements.~~ Chipotle has repeatedly asserted and continues to assert defenses to the Allegations in the Litigation, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Litigation. Neither the settlement nor any action taken to carry out the settlement may be construed as or may be used as an admission, concession or indication by or against Chipotle of any fault, wrongdoing or liability whatsoever, including any concession that certification of a class other than for purposes of this settlement would be appropriate in this or any other case.

~~¶13.~~ Counsel for the Settlement Class (“Class Counsel”) has extensively investigated and researched the facts and circumstances underlying the issues raised in the Litigation, and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Litigation against Chipotle through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

~~¶14.~~ Class Counsel is also aware of the burdens of proof necessary to establish liability for the Allegations, of Chipotle’s defenses thereto, and of the difficulties in establishing damages for the Settlement Class Members. Class Counsel has also taken into account the extensive settlement negotiations conducted by the parties. Based on the foregoing, Class Counsel believes the settlement is fair, adequate and reasonable and in the best interests of the Settlement Class Members.

~~¶15.~~ Chipotle has also extensively investigated and researched the facts and circumstances underlying the issues raised in the Litigation, and the law applicable thereto. Although Chipotle believes it has meritorious defenses to the Allegations, Chipotle has concluded that the further defense of this Litigation would be lengthy and expensive for all parties. Chipotle has, therefore, agreed to settle this Litigation in the manner and upon the terms set forth in the Settlement Agreement to put to rest all claims that are or could have been asserted against it in the Litigation.

~~¶16.~~ The Court has not ruled on the merits of the Settlement Class Members’ claims. The Court has certified the Settlement Class for settlement purposes only.

#### **PRELIMINARY APPROVAL OF THE SETTLEMENT**

~~¶17.~~ On [date of preliminary approval], for purposes of the settlement, the Court held a preliminary approval hearing during which it preliminarily certified a Settlement Class defined as follows:

The Class shall consist of any current or former employee 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 (“Class Period”). Each person in the class is a “Class Member,” and all such persons are referred to as the “Class.”

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-CBS or who have filed individual arbitrations related to that action, as well as any other person who has a pending arbitration or lawsuit as of August 1, 2020.

~~16~~18. At the preliminary approval hearing, the Court appointed the following attorneys as Class Counsel to represent the Settlement Class in this Litigation:

Alan Harris  
David Garrett  
HARRIS & RUBLE  
655 N. Central Ave., 17th Floor  
Glendale, CA 91203  
Telephone: (323) 962-3777  
Email: HarrisA@harrisandruble.com  
DGarrett@harrisandruble.com

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

~~17~~19. If you are a Settlement Class Member, you will be bound by the settlement if it is approved, unless you exclude yourself in the manner described below.

#### **SUMMARY OF SETTLEMENT TERMS**

~~18~~20. Settlement Amount. The Settlement Agreement provides that Chipotle will pay the ~~Maximum~~ Gross Settlement Amount of \$1,750,000 (which may increase by a proportionate percentage for additional Class Members or wage statements discovered above the 10% upper limit set forth in the Settlement.)~~00~~. Plaintiffs will ask that the \$1,750,000 ~~cash~~ payment be used to cover up to ~~\$583,333~~583,275 in attorney's fees, up to \$25,000 in litigation costs, an estimated \$50,000 in settlement administration costs, up to \$2,500 in total enhancement payments to the class representative, and \$50,000 to the Labor and Workforce Development Agency as penalties under the California Labor Code. The remainder of the ~~cash~~ payment, estimated to be ~~\$1,039,167~~1,039,175, would then be distributed to the Class, estimated to include approximately 7,000 members, based on the number of workweeks worked ~~in the Class~~during the Calculation Period. ~~Therefore, the average check to be mailed to each Settlement Class Member would be \$148 each.~~

~~21.~~ After the following Court-approved deductions from the ~~Maximum~~ Gross Settlement Amount, the amount remaining will be distributed to Settlement Class Members pursuant to a Court-approved plan of allocation based on the number of weeks worked ("Workweeks") during the Class Calculation Period, as detailed below:

(a) Deductions. The following deductions will be made from the ~~Maximum~~ Gross Settlement Amount:

(i) Settlement Administration. The Court has tentatively approved a payment to the Settlement Administrator, [TBD], currently estimated not to exceed \$50,000, as settlement administration expenses to notify the Class and process corrections, objections, and exclusions.

(ii) Attorney's Fees and Expenses. The Court has appointed Harris & Ruble as Class Counsel. Class Counsel has been prosecuting the Litigation on behalf of the Settlement Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. Class Counsel has requested from the Court payment not to exceed 33.33% of the total settlement amount for attorney's fees (~~(\$583,333,583,275-)~~). Class Counsel has also requested from the Court reimbursement of the actual expenses they have advanced, currently estimated in an amount no more than \$25,000. Payments will be subject to the Court's approval and will be deducted from the settlement amount. The amounts approved will constitute full compensation for all legal fees and expenses of Class Counsel in the Litigation, including any work they do in the future. These attorney's fees are within the range of fees awarded to Class Counsel under similar circumstances in litigation of this type. Settlement Class Members are not personally responsible for any fees or expenses.

(iii) Enhancement Payment to Class Representative Plaintiff. Class Counsel will also seek an "Enhancement Payment" for Plaintiff Turley for acting as the representative on behalf of the Settlement Class in the amount of \$2,500. If approved by the Court, this amount will be paid from the settlement amount to compensate the Plaintiff as class representative plaintiff for services she provided on behalf of the Settlement Class, including initiating and prosecuting this Litigation on behalf of the Settlement Class, as well as reviewing documents and attending strategy sessions and other meetings with Class Counsel.

(iv) PAGA Payment. A net payment of \$50,000 shall be allocated to pay all applicable penalties under California Labor Code's Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2699, 2699.3, and 2699.5.

(b) Payment to Final Settlement Class Members: Plan of Allocation. The balance of the ~~Maximum~~-Gross Settlement Amount ~~(as it may be increased)~~, after the deductions described above, will be available for distribution to final Settlement Class Members. Class Members who do not opt out will be mailed a settlement check to their address of record if the settlement is approved. The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member's settlement recovery.

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**Class Members do not have to submit claims forms or take any action to participate.**

**22.** Class Members who do not affirmatively opt-out of the settlement will ~~receive~~ be mailed a check for a pro-rata share of the Net Settlement Amount based on pay periods worked during the ~~Class Period~~ Calculation Period. All checks shall be good for 180 days from the date of mailing. Following the expiration of 180 days, the Claims Administrator shall inform the parties of the total amount of uncashed checks. If the amount of uncashed checks exceeds \$27,500, then a second round of checks will be mailed to any Settlement Class Member who cashed their checks during the first round. The amount of each check in the Second Distribution shall be equal to a pro rata share of the amount of Uncashed Checks after deductions for postage and handling by the Claims Administrator. Following the Second Distribution, if any, the parties propose that all checks not cashed within 180 days of payment shall be paid to the California pro bono law firm, Public Counsel, as the *cy pres* recipient, subject to Court approval, in accordance with Code of Civil Procedure §384, subd. (b).



~~23. (e)~~ Payments for Employee and Employer Taxes. The allocation of payment of claims and tax treatment of such claims shall be 25% wages, 25% interest, and 50% penalties. From the portion which is allocated as wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholding required by law or expressly authorized by the Class Member, including payments of any garnishments and liens. IRS Forms 1099 and W2 (and any equivalent California form) will be distributed to the final Settlement Class Members (those who have not excluded themselves) reflecting the payments they ~~receive~~ have been mailed under the settlement. Interest and penalties shall be reported as such (Form 1099 reporting) to the taxing authorities. Final Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they ~~receive~~ are mailed under the settlement. Final Settlement Class Members are solely responsible for, and waive any claim against Chipotle arising from, any and all tax liability accruing from the receipt of these settlement payments.

~~1924. .~~ Release. If finally approved by the Court, the settlement will be binding on all Class Members who do not exclude themselves from the settlement and will bar them from bringing certain claims against Chipotle described below. Effective as of the Final Effective Date, the settlement shall resolve and the class shall release all claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were stated in the Complaints and any Amended Complaints and/or those based upon the factual allegations in the operative Complaints to the maximum extent allowed by law, during the Class Period as follows:

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, 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, "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. 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.

**2025.** Condition of Settlement. This settlement is conditioned upon the Court entering a final approval order at or following the final approval hearing approving the Settlement Agreement as fair, reasonable, adequate and in the best interests of the Settlement Class.

### **PROCEDURE FOR SEEKING MONETARY RECOVERY**

**2126.** To ~~receive~~ ~~be mailed a check a payment~~ from the settlement, you need not take any action, except that you should update the Claims Administrator with your new address if you move. If you do nothing, you will ~~receive~~ ~~be mailed either~~ a check from the settlement if it receives final approval. Settlement Class Members will be mailed a settlement check at their address of records ~~receive a cash payment~~ based upon their Workweeks worked during the Calculation Period. The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member's settlement recovery. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement.

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**2227.** A Workweek Correction Form is enclosed. (If you need an extra copy, contact the Settlement Administrator at the address or telephone number above). If any information in your Form is incorrect, please make corrections and mail the completed Form postmarked by **60 days from mailing** to the Settlement Administrator at the following address:

**Turley v. Chipotle**  
c/o [\_\_\_\_]  
P.O. Box [\_\_\_\_]  
[Address]  
[Phone Number]  
[Fax Number]

**2328.** For example, if your address is incorrect, please indicate your correct address. Also, please provide your telephone number and any other requested information if it is not already filled in. If you wish to have confirmation that the Settlement Administrator has received your Form, please send your Form to the Settlement Administrator by certified U.S. Mail with a return-receipt request. **You need not do anything or return the Form if all the information is correct.**

**2429.** If you believe the number of Workweeks listed on the Correction Form is incorrect, you may indicate what you believe is the correct number of Workweeks on the Correction Form. You may also send any documents or other information that support your belief. You should only send copies of documents, and retain originals for your records. The Settlement Administrator will resolve any dispute regarding the dates you worked for, based on Chipotle records and any information that you provide. ~~The number of Workweeks is presumed to be correct unless the documents you submit are company records from Chipotle.~~

~~2530.~~ If you are a Class Member and you do not elect to exclude yourself from this settlement through the exclusion procedure described in paragraph ~~27-32~~ below, you will be bound by all of the provisions of the Settlement Agreement, including a full release of claims that will prevent you from separately suing Chipotle or any of the other parties released by the Settlement Agreement for the matters being settled in this case (see paragraph ~~49-24~~ of this Notice). ~~The checks hereunder will be mailed approximately three months after final approval, if granted.~~ The checks will be negotiable for 180 days after they are issued.

~~2631.~~ **AGAIN, IF YOU DO NOTHING, YOU WILL ~~RECEIVE-BE MAILED A CHECK FOR A SHARE OF THE SETTLEMENT AMOUNT IF GRANTED FINAL APPROVAL, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE.~~**

#### **PROCEDURE FOR EXCLUDING YOURSELF FROM THE SETTLEMENT**

~~2732.~~ Class Members may exclude themselves from the Settlement Class by submitting an enclosed copy of the Exclusion Form to the Settlement Administrator at the address listed in paragraph ~~2227~~, above, postmarked on or before [REDACTED], 2020 [last day of Exclusion Period]. To exclude yourself, you must complete the Exclusion Form in its entirety, or in the alternative, submit a letter to the Settlement Administrator which includes your name (and former names, if any), current address, telephone number and a signed statement in substantially the same form as follows: "Please exclude me from the proposed Settlement Class in *Turley v. Chipotle*, Case No. CGC-15-544936." Persons who submit valid and timely Exclusion Forms will not participate in the settlement and will not be bound by either the settlement or the Court's final approval order in this Litigation. Do not file the Exclusion Form with the Court.

#### **PROCEDURE FOR OBJECTING TO THE SETTLEMENT**

~~2833.~~ If you are a Settlement Class Member and believe that the Settlement Agreement should not be finally approved by the Court for any reason, or if you object to the proposed Enhancement Payments to the Class Representative Plaintiffs or the attorneys' fees and expenses to Class Counsel and want the Court to consider your objection, then on or before [REDACTED] 2020, [last day of Exclusion Period] you may object in writing. In that case, you must mail, email or fax a written objection in which you state the basis of your objection with to Settlement Administrator at the address listed in paragraph ~~2227~~. Any written objection must include your name, signature and address, and a statement of the basis for each objection asserted. All objections or other correspondence must state the name of the case, *Turley v. Chipotle*, Case No. CGC-15-544936. ~~Any Settlement Class Member who has elected not to participate by following the procedure set forth above in paragraph ~~327~~, may not submit an objection to the Settlement.~~

~~2934.~~ Alternatively, you can appear and object in person at ~~You may also appear at~~ the hearing scheduled for [REDACTED] a.m./p.m. on [REDACTED], 2020 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102, ~~to have your objection heard by the Court.~~ If you object to the settlement, you will remain a Settlement Class Member, and if the Court approves the settlement, you will be bound by the terms of the Settlement Agreement in the same way as Settlement Class

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Members who do not object. ~~An objecting party~~To object, you are ~~shall not~~ be required to ~~do either of the following~~either: (1) ~~to~~ appear, either personally or through counsel, at the hearing on the motion for final approval for ~~that party's~~your written objection to be considered; or (2) ~~to~~ file or serve a notice of intention to appear at the hearing on the motion for final approval of the settlement.

### **HEARING ON THE SETTLEMENT**

~~3035.~~ Notwithstanding the statements above, **you are not required to attend the final approval hearing.**

~~3136.~~ Again, the final approval hearing on the adequacy, reasonableness and fairness of the settlement will be held at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, ~~2020-202~~ in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street San Francisco, California, 94102. Either Class Counsel or the Settlement Administrator will give notice to any objecting party of any continuance of the hearing of the motion for final approval.

~~3237.~~ You may object, personally or through an attorney, to the settlement by ~~mailing your objection and~~ following the procedures outlined in paragraphs ~~2833-2934~~, above.

~~3338.~~ ~~Any Settlement Class Member who does not object in the manner provided above shall be deemed to have approved the settlement and to have waived such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the settlement.~~

### **CHANGE OF ADDRESS**

~~34398.~~ If you move after receiving this Class Notice, if it was misaddressed or if for any reason you want your payment or future correspondence concerning this Litigation and the settlement to be sent to a different address, you should send your current preferred address to the Settlement Administrator.

### **ADDITIONAL INFORMATION**

~~354039.~~ This Class Notice is only a summary of the Litigation and the Settlement Agreement. For a more detailed statement of the matters involved in the Litigation and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Litigation (including the Plaintiff's motion for preliminary approval of the Settlement Agreement and supporting papers), which may be inspected at the Office of the Clerk of the Superior Court of California, County of San Francisco, located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102, during regular business hours of each court day. The case file may also be viewed online and downloaded for free at the court's website at <https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?>. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Alan Harris filed on \_\_\_\_\_, 2020. The Settlement Administrator will also post relevant documents on its website at \_\_\_\_\_, including the Settlement Agreement, the Court Order(s) and Final Judgment, if entered.

| ~~36410~~. All inquiries by Settlement Class Members regarding this Class Notice and/or the Settlement Agreement, should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR JUDGE WITH INQUIRIES.**

**WORKWEEK & ADDRESS CORRECTION FORM**  
**Chipotle Services, LLC**  
**San Francisco County Superior Court – Case No. CGC-15-544936**

**To be mailed a ~~payment check~~ from this settlement, you need not take any action. You do not need to return this Workweek Correction Form. If you do not opt out, a ~~payment check from the settlement amount~~ settlement check will be sent to you at the address below if the settlement receives final approval. You will also give up your rights to be part of any other lawsuit involving the same legal claims as the ones in this Litigation, and will release all such claims. You need only return this Workweek & Address Correction Form if you wish to (i) correct your mailing information below or (ii) challenge the accuracy of the information below regarding your total pay periods worked during the ~~Class- Calculation~~ Period. You should also update the Claims Administrator with your new address if you move.**

**THE DEADLINE FOR SUBMITTING THIS FORM IS INSERT DATE 60 DAYS FROM MAILING OF NOTICE. You may contact the Claims Administrator at a later date to update address information, but a delay in updating your address may result in mail or payments being sent to the wrong address.**

I. SETTLEMENT CLASS MEMBER IDENTIFICATION Please Make any Name/Address Corrections Below:

<<First>> <<Last>> \_\_\_\_\_

<<Address1>> \_\_\_\_\_

<<Address2>> \_\_\_\_\_

<<City>> <<State>> <Zip>> \_\_\_\_\_

**Please correct my address only. I do not dispute my workweeks. (Check box and sign here if you are only correcting your address.)**

Dated: \_\_\_\_\_ (Signature)

II. GENERAL INFORMATION

The Class includes all current and former non-exempt employees of Defendant, who were hired *before* August 1, 2014 and who worked in California at any time during the Class Period. “Class Period” shall be from October 1, 2014 through August 1, 2020.

**YOU WILL SUFFER NO RETALIATION OR ADVERSE ACTION FOR PARTICIPATING IN THIS SETTLEMENT.**

This final approval hearing on the adequacy, reasonableness and fairness of the settlement will be held at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2020 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. **You are not required to attend this hearing.**

III. YOUR CLAIM INFORMATION

According to payroll records maintained by Chipotle, the total number of pay periods you worked at Chipotle as an employee in California during the ~~Covered~~-Calculation Period (“Workweeks”), is: [redacted] Workweeks.

Based on your workweeks, the total class members’ workweeks, and the net settlement fund, we estimate your share of the settlement will be approximately \$[redacted] if you do not submit a Workweek Correction Form. This estimate may be too high or too low, and if any of the factors considered in the estimate change, the actual amount may also change.

IV. IF YOU DISPUTE THE INFORMATION ABOVE

*Please complete this Section only if you disagree with the information listed in Section III above.*

I dispute the Workweek information in Section III. I believe I worked [redacted] Workweeks at Chipotle during the time frame referenced above.

If there is a dispute about whether the Workweek information set forth in Section III is accurate, the dispute will be resolved by the Settlement Administrator. If you believe the number of Workweeks as listed in Section III is incorrect, please check the box below and send this signed and completed Form along with copies of any documents (please retain the originals for your records) that support your belief that the information set forth above is incorrect to the Settlement Administrator at the following address:

**Turley v. Chipotle**  
c/o [Claims Administrator Name]  
P.O. Box [redacted]  
[Address]  
[Phone Number]  
[Fax Number]

**Again, you need not take any action to participate in the settlement and you will be bound by the other provisions of the Settlement Agreement approved by the Court. If you make any corrections or dispute the number of Workweeks shown, this Workweek Correction Form will be deemed submitted by you when sent by first class mail and postmarked prior to the deadline. Do not submit this form to the Court.**

**I dispute my workweeks.**

I declare that the foregoing information is true and accurate, and that I have read and understand the Class Notice that was mailed with this Workweek & Address Correction Form.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**REQUEST FOR EXCLUSION FROM CLASS ACTION**

TANIKA TURLEY and CHRISTOPHER THOMPSON, individually and on behalf of all others similarly situated,  
  
Plaintiff,  
  
v.  
  
CHIPOTLE SERVICES, LLC; a Colorado business entity,  
  
Defendants.

CASE NO. CGC-15-544936

**REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT**

**PLEASE READ CAREFULLY**

**SUBMIT THIS FORM NO LATER THAN [REDACTED], 2020 [60 days from mailing] ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THIS SETTLEMENT. THIS EXCLUSION FORM SHOULD BE MAILED TO THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING ADDRESS:**

**Turley v. Chipotle**  
c/o [Claims Administrator Name]  
P.O. Box [REDACTED]  
[Address]  
[Number]

DO NOT SUBMIT THIS EXCLUSION FORM IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT. DO NOT FILE THIS EXCLUSION FORM WITH THE COURT.

**I do not wish to participate in this class action and choose to exclude myself from this settlement. I understand that by excluding myself, I will be unable to receive any benefits under the Settlement.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
List any former names

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code



**[PROPOSED] EMAIL NOTICE TO CLASS MEMBERS**

Sender Name: [Phoenix] Settlement Administrators

Subject: Class Action Settlement Notice - Turley v. Chipotle

Dear Class Member,

You are receiving this email because you may be a member of a class on whose behalf this class action lawsuit has been brought.

You have the right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement and after objections and appeals are resolved, a Claims Administrator appointed by the Court will distribute payments provided in the settlement.

The Class Notice Settlement Materials ~~are being~~has been mailed to you at your last known address. The Class Notice Settlement Materials explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them. You have a limited time (60 days from mailing) to respond to the Class Notice. If you **do not** receive a notice in the mail ~~within one week~~ten days, or if your address has changed since you worked for Chipotle, please reply to this email to let the Claims Administrator know your current address so that you may receive the Class Settlement Notice Materials.

Additionally, copies of all papers filed in connection with preliminary and final approval, including the Proposed Settlement, the Motion for Preliminary Approval of Class Action Settlement, Order Granting Preliminary Approval to the Settlement, any orders denying attempts to secure preliminary approval, other California cases relating to Chipotle, and Class Notice Settlement Materials may be viewed on the settlement administrator's website at: <<Insert web address>>.

The Court in charge of this case is the San Francisco Superior Court, and the case is known as *Turley v. Chipotle Services, LLC*, Case No. CGC-15-544936. You can view all of the case pleadings without charge on the website for the Superior Court at <https://www.sfsuperiorcourt.org/online-services>.

If you have any questions or desire any additional information, please contact the Claims Administrator at [800-523-5773].

Thank you.

Settlement Administrator  
[Phoenix Settlement Administrators]

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**EXHIBIT B**

**IMPORTANT LEGAL NOTICE**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

CHIPOTLE SERVICES, LLC,

Defendants.

CASE NO. CGC-15-544936

**NOTICE OF PRIVATE ATTORNEY  
GENERAL ACT (“PAGA”) AND  
CLASS ACTION SETTLEMENT  
AND SETTLEMENT HEARING**

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANT THAT WERE HIRED BEFORE AUGUST 1, 2014, AND WORKED IN CALIFORNIA AT ANY TIME FROM OCTOBER 1, 2014 THROUGH AUGUST 1, 2020.

**A PROPOSED SETTLEMENT AFFECTS YOUR RIGHTS.  
PLEASE READ THIS NOTICE CAREFULLY.**

1. A proposed settlement of the above-captioned class action (“the Litigation”) filed in the San Francisco County Superior Court (“the Court”) has been reached by the parties and has been granted preliminary approval by the Court supervising the Litigation. The Gross Settlement Amount is \$1,750,000. (This amount may increase if the number of Class Members exceeds 6,993 by more than 10 percent, or if the number of wage statements exceeds 73,665 by more than 10 percent. In such a case, the Gross Settlement will increase by a proportionate percentage for all additional Class Members or wage statements). Plaintiffs will ask that the \$1,750,000 payment be used to cover up to \$583,275 in attorney’s fees, up to \$25,000 in litigation costs, an estimated \$50,000 in settlement administration costs, up to \$2,500 in a total enhancement payment to the class representative, and \$50,000 to the Labor and Workforce Development Agency as penalties under the California Labor Code. The remainder of the payment, estimated to be \$1,039,175, would then be distributed to the Class, estimated to include approximately 7,000 members, based on the number of workweeks worked during the period from October 1, 2014 to December 31, 2015 (the “Calculation Period”). The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member’s settlement recovery.

2. The Court has ordered that this Notice of Class Action Settlement and Settlement Hearing (the “Class Notice”) be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the settlement of this Litigation and your legal rights under the Class Action Settlement Agreement and Release of Claims (the “Settlement Agreement”). The proposed settlement will resolve all claims for “Settlement Class Members,” defined as follows:

The “Class Member” shall consist of any current or former employee 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 (“Class Period”). Each person in the class is a “Class Member,” and all such persons are referred to as the “Class.”

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-CBS or who have filed individual arbitrations related to that action, as well as any other person who has a pending arbitration or lawsuit as of August 1, 2020.

### **PARTICIPATION AND OBJECTIONS**

3. To receive a payment from the settlement, you need not take any action, except that you should update the Claims Administrator with your new address if you move. If you do nothing, and the settlement receives final approval, you will be mailed a check from the settlement at your address of record.

4. If you wish to object to the settlement in writing, you must submit an objection to the Settlement Administrator (an “Objection”), and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than **[Objection Deadline], 2020 [60 days from mailing]**. Alternatively you can appear at the final approval hearing for the settlement. Detailed instructions for submitting an objection are set forth below.

5. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement. (The release is described below in paragraph 24.) Even if a Class Member objects, that Class Members will still participate in the Settlement and will still be mailed a check at their address of record if the Settlement is approved.

### **EXCLUSIONS**

6. The only way for you to be part of any other lawsuit or arbitration against Chipotle involving the legal claims that are being released in this settlement (see paragraph 24) is to submit the enclosed Request for Exclusion from Class Action (an “Exclusion Form”) to the Court-appointed settlement administrator (the “Settlement Administrator”) postmarked no later than **[Exclusion Deadline], 2020 [60 days from mailing]**. This is called an “Opt Out”. Alternatively, you can submit your own written request for exclusion. Detailed instructions for requesting exclusion are set forth in paragraph 32 below.

### **PRELIMINARY APPROVAL**

7. A hearing on the final determination of the adequacy, reasonableness and fairness of the settlement will be held at **\_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 202\_** in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. **You are not required to attend this hearing.**

### **SUMMARY OF LITIGATION**

8. On March 25, 2015, Plaintiff Tanika Turley (“Turley”) filed a complaint against Chipotle with class claims under the California Labor Code and Private Attorneys General Act of 2004

(“PAGA”), California Labor Code sections 2699, 2699.3, and 2699.5. Turley alleged that Chipotle had failed timely to pay wages – including all earned wages, final wages, and wages owing on account of interrupted meal periods and rest breaks – to its employees. Turley has also alleged unfair business practices, failure to reimburse expenses, failure to keep accurate records and that Chipotle provided improper wage statements to them and other current and former Chipotle employees (the “Allegations,” collectively).

9. On or about May 23, 2018, Turley filed a Motion for Class Certification for wage statements, meal breaks, rest breaks and continuing wages. On November 2, 2018, the Court granted certification of a “wage statement subclass, narrowed to individuals who did not sign arbitration agreements”. The Court ordered the parties to “confer on the precise wording of the class definition and should consider whether it includes (i) individuals hired before August 1, 2014 or October 2, 2014, and (ii) whether it ends March 30, 2015, or some other date, e.g. in April, 2015.” The Court denied the Motion for Class Certification for the meal breaks, rest breaks and continuing wages. Subsequently, the Parties agreed that the class definition should include individuals hired before August 1, 2014 and end on March 30, 2015.

10. After an exchange of relevant information, Chipotle and Turley agreed to enter into private mediation before a mediator to try and resolve the claims. A mediation was held on October 1, 2019, and the parties reached the settlement that was denied preliminary approval by the Court. Based upon the guidance of the Court, in consultation with the mediator, and following a Mandatory Settlement Conference, the parties entered into a revised settlement, which is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

11. You have received this Class Notice because Chipotle records show you were employed as a Settlement Class Member and your rights may be affected by this settlement.

### **POSITIONS OF THE PARTIES**

12. Chipotle has denied and continues to deny each of the Allegations in the Litigation. Chipotle contends that all of its employees have been provided meal and rest breaks and compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any penalties. Chipotle has repeatedly asserted and continues to assert defenses to the Allegations in the Litigation, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Litigation. Neither the settlement nor any action taken to carry out the settlement may be construed as or may be used as an admission, concession or indication by or against Chipotle of any fault, wrongdoing or liability whatsoever, including any concession that certification of a class other than for purposes of this settlement would be appropriate in this or any other case.

13. Counsel for the Settlement Class (“Class Counsel”) has extensively investigated and researched the facts and circumstances underlying the issues raised in the Litigation, and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Litigation against Chipotle through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

14. Class Counsel is also aware of the burdens of proof necessary to establish liability for the Allegations, of Chipotle’s defenses thereto, and of the difficulties in establishing damages for the Settlement Class Members. Class Counsel has also taken into account the extensive settlement negotiations conducted by the parties. Based on the foregoing, Class Counsel believes the settlement is fair, adequate and reasonable and in the best interests of the Settlement Class Members.

15. Chipotle has also extensively investigated and researched the facts and circumstances underlying the issues raised in the Litigation, and the law applicable thereto. Although Chipotle believes it has meritorious defenses to the Allegations, Chipotle has concluded that the further defense of this Litigation would be lengthy and expensive for all parties. Chipotle has, therefore, agreed to settle this Litigation in the manner and upon the terms set forth in the Settlement Agreement to put to rest all claims that are or could have been asserted against it in the Litigation.

16. The Court has not ruled on the merits of the Settlement Class Members’ claims. The Court has certified the Settlement Class for settlement purposes only.

#### **PRELIMINARY APPROVAL OF THE SETTLEMENT**

17. On [*date of preliminary approval*], for purposes of the settlement, the Court held a preliminary approval hearing during which it preliminarily certified a Settlement Class defined as follows:

The Class shall consist of any current or former employee 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 (“Class Period”). Each person in the class is a “Class Member,” and all such persons are referred to as the “Class.”

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-CBS or who have filed individual arbitrations related to that action, as well as any other person who has a pending arbitration or lawsuit as of August 1, 2020.

18. At the preliminary approval hearing, the Court appointed the following attorneys as Class Counsel to represent the Settlement Class in this Litigation:

Alan Harris  
David Garrett  
HARRIS & RUBLE  
655 N. Central Ave., 17th Floor  
Glendale, CA 91203  
Telephone: (323) 962-3777  
Email: HarrisA@harrisandruble.com  
DGarrett@harrisandruble.com

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

19. If you are a Settlement Class Member, you will be bound by the settlement if it is approved, unless you exclude yourself in the manner described below.

## SUMMARY OF SETTLEMENT TERMS

20. Settlement Amount. The Settlement Agreement provides that Chipotle will pay the Gross Settlement Amount of \$1,750,000 (which may increase by a proportionate percentage for additional Class Members or wage statements discovered above the 10% upper limit set forth in the Settlement.). Plaintiffs will ask that the \$1,750,000 payment be used to cover up to \$583,275 in attorney's fees, up to \$25,000 in litigation costs, an estimated \$50,000 in settlement administration costs, up to \$2,500 in total enhancement payments to the class representative, and \$50,000 to the Labor and Workforce Development Agency as penalties under the California Labor Code. The remainder of the payment, estimated to be \$1,039,175, would then be distributed to the Class, estimated to include approximately 7,000 members, based on the number of workweeks worked during the Calculation Period.

21. After the following Court-approved deductions from the Gross Settlement Amount, the amount remaining will be distributed to Settlement Class Members pursuant to a Court-approved plan of allocation based on the number of weeks worked ("Workweeks") during the Calculation Period, as detailed below:

(a) Deductions. The following deductions will be made from the Gross Settlement Amount:

(i) Settlement Administration. The Court has tentatively approved a payment to the Settlement Administrator, [TBD], currently estimated not to exceed \$50,000, as settlement administration expenses to notify the Class and process corrections, objections, and exclusions.

(ii) Attorney's Fees and Expenses. The Court has appointed Harris & Ruble as Class Counsel. Class Counsel has been prosecuting the Litigation on behalf of the Settlement Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. Class Counsel has requested from the Court payment not to exceed 33.33% of the total settlement amount for attorney's fees (\$583,275). Class Counsel has also requested from the Court reimbursement of the actual expenses they have advanced, currently estimated in an amount no more than \$25,000. Payments will be subject to the Court's approval and will be deducted from the settlement amount. The amounts approved will constitute full compensation for all legal fees and expenses of Class Counsel in the Litigation, including any work they do in the future. These attorney's fees are within the range of fees awarded to Class Counsel under similar circumstances in litigation of this type. Settlement Class Members are not personally responsible for any fees or expenses.

(iii) Enhancement Payment to Class Representative Plaintiff. Class Counsel will also seek an "Enhancement Payment" for Plaintiff Turley for acting as the representative on behalf of the Settlement Class in the amount of \$2,500. If approved by the Court, this amount will be paid from the settlement amount to compensate the Plaintiff as class representative plaintiff for services she provided on behalf of the Settlement Class, including initiating and prosecuting this Litigation on behalf of the Settlement Class, as well as reviewing documents and attending strategy sessions and other meetings with Class Counsel.

(iv) PAGA Payment. A net payment of \$50,000 shall be allocated to pay all applicable penalties under California Labor Code's Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2699, 2699.3, and 2699.5.

(b) Payment to Final Settlement Class Members: Plan of Allocation. The balance of the Gross Settlement Amount, after the deductions described above, will be available for distribution to final Settlement Class Members. Class Members who do not opt out will be mailed a settlement check to their address of record if the settlement is approved. The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member's settlement recovery.

**Class Members do not have to submit claims forms or take any action to participate.**

22. **Class Members** who do not affirmatively opt-out of the settlement will be mailed a check for a pro-rata share of the Net Settlement Amount based on pay periods worked during the Calculation Period. All checks shall be good for 180 days from the date of mailing. Following the expiration of 180 days, the Claims Administrator shall inform the parties of the total amount of uncashed checks. If the amount of uncashed checks exceeds \$27,500, then a second round of checks will be mailed to any Settlement Class Member who cashed their checks during the first round. The amount of each check in the Second Distribution shall be equal to a pro rata share of the amount of Uncashed Checks after deductions for postage and handling by the Claims Administrator. Following the Second Distribution, if any, the parties propose that all checks not cashed within 180 days of payment shall be paid to the California pro bono law firm, Public Counsel, as the *cy pres* recipient, subject to Court approval, in accordance with Code of Civil Procedure §384, subd. (b).

23. Payments for Employee and Employer Taxes. The allocation of payment of claims and tax treatment of such claims shall be 25% wages, 25% interest, and 50% penalties. From the portion which is allocated as wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholding required by law or expressly authorized by the Class Member, including payments of any garnishments and liens. IRS Forms 1099 and W2 (and any equivalent California form) will be distributed to the final Settlement Class Members (those who have not excluded themselves) reflecting the payments they have been mailed under the settlement. Interest and penalties shall be reported as such (Form 1099 reporting) to the taxing authorities. Final Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they are mailed under the settlement. Final Settlement Class Members are solely responsible for, and waive any claim against Chipotle arising from, any and all tax liability accruing from the receipt of these settlement payments.

24. Release. If finally approved by the Court, the settlement will be binding on all Class Members who do not exclude themselves from the settlement and will bar them from bringing certain claims against Chipotle described below. Effective as of the Final Effective Date, the settlement shall resolve and the class shall release all claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were stated in the Complaints and any Amended Complaints and/or those based upon the factual allegations in the operative Complaints to the maximum extent allowed by law, during the Class Period as follows:



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, 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, “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. 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.

25. Condition of Settlement. This settlement is conditioned upon the Court entering a final approval order at or following the final approval hearing approving the Settlement Agreement as fair, reasonable, adequate and in the best interests of the Settlement Class.

### **PROCEDURE FOR SEEKING MONETARY RECOVERY**

26. **To be mailed a check from the settlement, you need not take any action, except that you should update the Claims Administrator with your new address if you move. If you do nothing, you will be mailed a check from the settlement if it receives final approval. Settlement Class Members will be mailed a settlement check at their address of record based upon their Workweeks worked during the Calculation Period. The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member’s settlement recovery. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement.**

27. A Workweek Correction Form is enclosed. (If you need an extra copy, contact the Settlement Administrator at the address or telephone number above). If any information in your Form is incorrect, please make corrections and mail the completed Form postmarked by **60 days from mailing** to the Settlement Administrator at the following address:

**Turley v. Chipotle**

c/o [\_\_\_\_\_]

P.O. Box [\_\_\_\_\_]

[Address]

[Phone Number]

[Fax Number]

28. For example, if your address is incorrect, please indicate your correct address. Also, please provide your telephone number and any other requested information if it is not already filled in. If you wish to have confirmation that the Settlement Administrator has received your Form, please send your Form to the Settlement Administrator by certified U.S. Mail with a return-receipt request. **You need not do anything or return the Form if all the information is correct.**

29. If you believe the number of Workweeks listed on the Correction Form is incorrect, you may indicate what you believe is the correct number of Workweeks on the Correction Form. You may also send any documents or other information that support your belief. You should only send copies of documents, and retain originals for your records. The Settlement Administrator will resolve any dispute regarding the dates you worked for, based on Chipotle records and any information that you provide.

30. If you are a Class Member and you do not elect to exclude yourself from this settlement through the exclusion procedure described in paragraph 32 below, you will be bound by all of the provisions of the Settlement Agreement, including a full release of claims that will prevent you from separately suing Chipotle or any of the other parties released by the Settlement Agreement for the matters being settled in this case (see paragraph 24 of this Notice). The checks will be negotiable for 180 days after they are issued.

**31. AGAIN, IF YOU DO NOTHING, YOU WILL BE MAILED A CHECK FOR A SHARE OF THE SETTLEMENT AMOUNT IF GRANTED FINAL APPROVAL, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE.**

#### **PROCEDURE FOR EXCLUDING YOURSELF FROM THE SETTLEMENT**

32. Class Members may exclude themselves from the Settlement Class by submitting an enclosed copy of the Exclusion Form to the Settlement Administrator at the address listed in paragraph 27, above, postmarked on or before \_\_\_\_\_, 2020 **[last day of Exclusion Period]**. To exclude yourself, you must complete the Exclusion Form in its entirety, or in the alternative, submit a letter to the Settlement Administrator which includes your name (and former names, if any), current address, telephone number and a signed statement in substantially the same form as follows: "Please exclude me from the proposed Settlement Class in *Turley v. Chipotle*, Case No.

CGC-15-544936.” Persons who submit valid and timely Exclusion Forms will not participate in the settlement and will not be bound by either the settlement or the Court’s final approval order in this Litigation. Do not file the Exclusion Form with the Court.

### **PROCEDURE FOR OBJECTING TO THE SETTLEMENT**

33. If you are a Settlement Class Member and believe that the Settlement Agreement should not be finally approved by the Court for any reason, or if you object to the proposed Enhancement Payment to the Class Representative Plaintiff or the attorneys’ fees and expenses to Class Counsel and want the Court to consider your objection, then on or before \_\_\_\_\_ 2020, [last day of Exclusion Period] you may object in writing. In that case, you must mail, email or fax a written objection in which you state the basis of your objection with to Settlement Administrator at the address listed in paragraph 27. Any written objection must include your name, signature and address, and a statement of the basis for each objection asserted. All objections or other correspondence must state the name of the case, *Turley v. Chipotle*, Case No. CGC-15-544936. Any Settlement Class Member who has elected not to participate by following the procedure set forth above in paragraph 32, may **not** submit an objection to the Settlement.

34. Alternatively, you can appear and object in person at the hearing scheduled for \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2020 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102. If you object to the settlement, you will remain a Settlement Class Member, and if the Court approves the settlement, you will be bound by the terms of the Settlement Agreement in the same way as Settlement Class Members who do not object. To object, you are *not* be required to either: (1) appear, either personally or through counsel, at the hearing on the motion for final approval for your written objection to be considered; or (2) file or serve a notice of intention to appear at the hearing on the motion for final approval of the settlement.

### **HEARING ON THE SETTLEMENT**

35. Notwithstanding the statements above, **you are not required to attend the final approval hearing.**

36. Again, the final approval hearing on the adequacy, reasonableness and fairness of the settlement will be held at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 202\_\_ in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street San Francisco, California, 94102. Either Class Counsel or the Settlement Administrator will give notice to any objecting party of any continuance of the hearing of the motion for final approval.

37. You may object, personally or through an attorney, to the settlement by following the procedures outlined in paragraphs 33-34, above.

### **CHANGE OF ADDRESS**

38. If you move after receiving this Class Notice, if it was misaddressed or if for any reason you want your payment or future correspondence concerning this Litigation and the settlement to

be sent to a different address, you should send your current preferred address to the Settlement Administrator.

### **ADDITIONAL INFORMATION**

39. This Class Notice is only a summary of the Litigation and the Settlement Agreement. For a more detailed statement of the matters involved in the Litigation and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Litigation (including the Plaintiff's motion for preliminary approval of the Settlement Agreement and supporting papers), which may be inspected at the Office of the Clerk of the Superior Court of California, County of San Francisco, located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102, during regular business hours of each court day. The case file may also be viewed online and downloaded for free at the court's website at <https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?>. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Alan Harris filed on \_\_\_\_\_, 2020. The Settlement Administrator will also post relevant documents on its website at \_\_\_\_\_, including the Settlement Agreement, the Court Order(s) and Final Judgment, if entered.

40. All inquiries by Settlement Class Members regarding this Class Notice and/or the Settlement Agreement, should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR JUDGE WITH INQUIRIES.**

<p><b>WORKWEEK &amp; ADDRESS CORRECTION FORM</b>  <b>Chipotle Services, LLC</b>  <b>San Francisco County Superior Court – Case No. CGC-15-544936</b></p>
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**To be mailed a check from this settlement, you need not take any action. You do not need to return this Workweek Correction Form.** If you do not opt out, a settlement check will be sent to you at the address below if the settlement receives final approval. You will also give up your rights to be part of any other lawsuit involving the same legal claims as the ones in this Litigation, and will release all such claims. You need only return this Workweek & Address Correction Form if you wish to (i) correct your mailing information below or (ii) challenge the accuracy of the information below regarding your total pay periods worked during the Calculation Period. You should also update the Claims Administrator with your new address if you move.

**THE DEADLINE FOR SUBMITTING THIS FORM IS [INSERT DATE 60 DAYS FROM MAILING OF NOTICE].** You may contact the Claims Administrator at a later date to update address information, but a delay in updating your address may result in mail or payments being sent to the wrong address.

I. SETTLEMENT CLASS MEMBER IDENTIFICATION

Please Make any Name/Address Corrections Below:

<<First>> <<Last>>  
 <<Address1>>  
 <<Address2>>  
 <<City>> <<State>> <Zip>>

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Please correct my address only. I do not dispute my workweeks. (Check box and sign here if you are only correcting your address.)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

II. GENERAL INFORMATION

The Class includes all current and former non-exempt employees of Defendant, who were hired *before* August 1, 2014 and who worked in California at any time during the Class Period. “Class Period” shall be from October 1, 2014 through August 1, 2020.

**YOU WILL SUFFER NO RETALIATION OR ADVERSE ACTION FOR PARTICIPATING IN THIS SETTLEMENT.**

This final approval hearing on the adequacy, reasonableness and fairness of the settlement will be held at [ ] a.m./p.m. on [ ], 2020 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. **You are not required to attend this hearing.**

III. YOUR CLAIM INFORMATION

According to payroll records maintained by Chipotle, the total number of pay periods you worked at Chipotle as an employee in California during the Calculation Period (“Workweeks”), is: [redacted] Workweeks.

Based on your workweeks, the total class members’ workweeks, and the net settlement fund, we estimate your share of the settlement will be approximately \$[redacted] if you do not submit a Workweek Correction Form. This estimate may be too high or too low, and if any of the factors considered in the estimate change, the actual amount may also change.

**IV. IF YOU DISPUTE THE INFORMATION ABOVE**

*Please complete this Section only if you disagree with the information listed in Section III above.*

I dispute the Workweek information in Section III. I believe I worked [redacted] Workweeks at Chipotle during the time frame referenced above.

If there is a dispute about whether the Workweek information set forth in Section III is accurate, the dispute will be resolved by the Settlement Administrator. If you believe the number of Workweeks as listed in Section III is incorrect, please check the box below and send this signed and completed Form along with copies of any documents (please retain the originals for your records) that support your belief that the information set forth above is incorrect to the Settlement Administrator at the following address:

**Turley v. Chipotle**  
c/o [Claims Administrator Name]  
P.O. Box [redacted]  
[Address]  
[Phone Number]  
[Fax Number]

**Again, you need not take any action to participate in the settlement and you will be bound by the other provisions of the Settlement Agreement approved by the Court. If you make any corrections or dispute the number of Workweeks shown, this Workweek Correction Form will be deemed submitted by you when sent by first class mail and postmarked prior to the deadline. Do not submit this form to the Court.**

**I dispute my workweeks.**

I declare that the foregoing information is true and accurate, and that I have read and understand the Class Notice that was mailed with this Workweek & Address Correction Form.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**REQUEST FOR EXCLUSION FROM CLASS ACTION**

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

Plaintiff,

v.

CHIPOTLE SERVICES, LLC; a Colorado business entity,

Defendants.

CASE NO. CGC-15-544936

**REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT**

**PLEASE READ CAREFULLY**

**SUBMIT THIS FORM NO LATER THAN \_\_\_\_\_, 2020 [60 days from mailing] ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THIS SETTLEMENT. THIS EXCLUSION FORM SHOULD BE MAILED TO THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING ADDRESS:**

**Turley v. Chipotle**

c/o [Claims Administrator Name]

P.O. Box [\_\_\_\_\_]

[Address]

[Number]

**DO NOT SUBMIT THIS EXCLUSION FORM IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT. DO NOT FILE THIS EXCLUSION FORM WITH THE COURT.**

**I do not wish to participate in this class action and choose to exclude myself from this settlement. I understand that by excluding myself, I will be unable to receive any benefits under the Settlement.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
List any former names

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**[PROPOSED] EMAIL NOTICE TO CLASS MEMBERS**

Sender Name: [Phoenix] Settlement Administrators

Subject: Class Action Settlement Notice - Turley v. Chipotle

Dear Class Member,

You are receiving this email because you may be a member of a class on whose behalf this class action lawsuit has been brought.

You have the right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement and after objections and appeals are resolved, a Claims Administrator appointed by the Court will distribute payments provided in the settlement.

The Class Notice Settlement Materials has been mailed to you at your last known address. The Class Notice Settlement Materials explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them. You have a limited time (60 days from mailing) to respond to the Class Notice. If you **do not** receive a notice in the mail within ten days, or if your address has changed since you worked for Chipotle, please reply to this email to let the Claims Administrator know your current address so that you may receive the Class Settlement Notice Materials.

Additionally, copies of all papers filed in connection with preliminary and final approval, including the Proposed Settlement, the Motion for Preliminary Approval of Class Action Settlement, Order Granting Preliminary Approval to the Settlement, any orders denying attempts to secure preliminary approval, other California cases relating to Chipotle, and Class Notice Settlement Materials may be viewed on the settlement administrator's website at: <<Insert web address>>.

The Court in charge of this case is the San Francisco Superior Court, and the case is known as *Turley v. Chipotle Services, LLC*, Case No. CGC-15-544936. You can view all of the case pleadings without charge on the website for the Superior Court at <https://www.sfsuperiorcourt.org/online-services>.

If you have any questions or desire any additional information, please contact the Claims Administrator at [800-523-5773].

Thank you.

Settlement Administrator  
[Phoenix Settlement Administrators]