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16 Attorneys for Plaintiffs
17 TANIKA TURLEY and
18 CHRISTOPHER THOMPSON

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF SAN FRANCISCO**

21 TANIKA TURLEY and
22 CHRISTOPHER THOMPSON,
23 individually and on behalf of all
24 others similarly situated,

25 Plaintiff,

26 v.

27 CHIPOTLE SERVICES, LLC, a
28 Colorado business entity,

Defendants.

Case No. CGC-15-544936

*Assigned to Hon. Anne-Christine
Massullo, Dept. 304*

THIRD AMENDED COMPLAINT

**CLASS ACTION AND PRIVATE
ATTORNEY GENERAL ACT**

DEMAND FOR JURY TRIAL

1. Cal. Lab. Code sections 201, 202 and
203—Timely Payment of Final Wages

2. Cal. Lab. Code section 226(a)—
Failure to Provide Compliant Wage
Statements

3. Cal. Lab. Code section 226(b)(c)(f)—
Failure to Provide Proper Response to
Document Request

4. Cal. Lab. Code section 226.7—
Failure to Provide Proper Rest Breaks

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5. Cal. Lab. Code section 226.7—
Failure to Provide Proper Meal Breaks

6. Cal. Bus. & Prof. Code section 17200
et seq.—Disgorgement of Profits

7. Cal. Lab. Code § 2698 *et seq.*, Labor
Code Private Attorneys General Act

8. Cal. Lab. Code sections 510, 1194
and 1198—Failure to Pay Proper
Overtime

9. Cal. Lab. Code section Labor Code §§
1194, 1194.2, 1197 and 1197.1—Failure
to Provide Proper Minimum Wage

10. Cal. Lab. Code section 2802—
Failure to Reimburse Necessary
Expenses

COME NOW Plaintiffs Tanika Turley (“Turley”) and Christopher Thompson
 (“Thompson”)(collectively, “Plaintiffs”), and for their causes of action against Defendant
 Chipotle Services, LLC, allege:

PARTIES

(1) Plaintiff TANIKA TURLEY (“TURLEY” or “Plaintiff Turley”) is an
 individual who, at time periods relevant to this Complaint, was employed by Defendant
 within the County of San Francisco, State of California. Plaintiff Turley is a resident of
 San Francisco, California.

(2) Plaintiff CHRISTOPHER THOMPSON (“THOMPSON” or “Plaintiff
 Thompson”) is an individual who, at time periods relevant to this Complaint, was
 employed by Defendant within the County of San Francisco, State of California. Plaintiff
 Thompson was a resident of San Francisco, California, during relevant work period
 herein.

(3) Defendant CHIPOTLE SERVICES, LLC (“CHIPOTLE” or “Defendant”), is
 a limited liability company which is doing business within the State of California, County

1 of San Francisco.

2 **JURISDICTION AND VENUE**

3 (4) This is a civil action seeking continuing wages, restitution, damages and
4 attorney's fees and costs by reason of the Defendant's violations of various sections of
5 the California Labor Code and section 17200 *et seq.* of the California Business and
6 Professions Code.

7 (5) Pursuant to California Code of Civil Procedure section 382, Plaintiffs bring
8 this case individually and as a class action on behalf of employee classes consisting of
9 individuals have been employed by Defendant in California.

10 (6) Venue as to Defendant is proper in this judicial district, pursuant to
11 California Business and Professions Code section 17203 and California Code of Civil
12 Procedure sections 395(a) and 395.5. Defendant maintains an office, transacts business,
13 has an agent, or is found in the County of San Francisco and is within the jurisdiction of
14 this Court for purposes of service of process. The unlawful acts alleged herein had a
15 direct effect on and were committed within the State of California.

16 **GENERAL ALLEGATIONS**

17 (7) Defendant operates various restaurants in San Francisco and throughout
18 California. Turley's employment as a crew member with Defendant or their predecessor
19 commenced on or about May 4, 2014, in San Francisco, California.

20 (8) Thompson's employment as a crew member commenced on or about March,
21 2015, at 50 California Street, San Francisco. Thompson agreed to be bound by an
22 arbitration agreement in conjunction with his employment with Defendant, while Turley
23 did not. A true and correct copy of Thompson's arbitration agreement is attached hereto
24 as Exhibit 8. Thompson's employment with Chipotle was terminated on or about
25 December 12, 2015, however he did not receive his final paycheck in a timely manner.

26 (9) Defendant's facilities employed hourly employees, such as Plaintiffs. These
27 employees are engaged in non-exempt duties, working in the restaurant business.

28 (10) On Thursday, January 15, 2015, at approximately 4:15 p.m., Turley was

1 fired by Defendant. Nevertheless, she was not provided her accrued wages until many
2 days thereafter, her final paycheck being cut no earlier than on February 3, 2015. A
3 partially redacted copy of the wage statement is reproduced as page 20 of Exhibit 1,
4 Exhibit 1 being a group exhibit reflecting certain redacted wage statements issued from
5 Defendant to Plaintiff Turley. These items were all printed outside of the State of
6 California.

7 (11) On March 9, 2015, Turley made a request of Defendant for the data to which
8 she was entitled under section 226(b) of the California Labor Code. A copy of her
9 request, as well as Defendant's reply cover letter, is attach as Exhibit 2. Defendant made
10 untimely response, more than twenty-one days thereafter, failing to provide data
11 regarding the time of Turley's meal breaks, if any. The provided data reveal that
12 Turley's last day of work was, in fact, January 15, 2015, but she was not to be notified of
13 her termination until January 16, 2015. Exhibit 3 is a copy of Defendant's View Event
14 Terminate screen shot of Turley, confirming that her last day of work was, in fact,
15 January 15, 2015.

16 (12) In derogation of California law, Defendant did not track the times when
17 Plaintiffs or its other California employees were provided meal breaks.

18 (13) Via a text message to her superior, Turley asked for her paycheck on
19 Saturday, January 17, 2015, but the paycheck was not provided to her until she went to
20 the restaurant on January 22, 2015. On January 17, 2015, Turley wrote to a store
21 manager, as follows:

22 Hey alma, do I have to wait til the next Friday . . . to pick up my last check?

23 The manager responded on January 18, 2015, in two text messages. The first said:

24 Hey . . . sorry I missed your calls yesterday I was moving.

25 The second said:

26 You don't have to wait till Friday to get your check we will probably have it
27 by tomorrow I'll text you n let you know . . .

28 Copies of the text messages are attached hereto as Exhibit 4. Turley received no further

1 texts with respect to the availability of her paycheck. Accordingly, she travelled to the
2 store on January 22, 2015, at which time her check was at last made available to her for
3 pickup.

4 (14) At all relevant times mentioned herein, section 203 of the California Labor
5 Code provided:

6 If an employer willfully fails to pay, without abatement or reduction, in
7 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an
8 employee who is discharged or who quits, the wages of the employee shall
9 continue as a penalty from the due date thereof at the same rate until paid or
until action therefore is commenced; but the wages shall not continue for
more than 30 days.

10 Cal. Lab. Code § 203.

11 (15) Due to Defendant's systemic accounting inefficiencies and practice of only
12 preparing paychecks for its California employees at a remote out-of-state location, neither
13 Turley nor other employees who are discharged or quit receive timely payment of their
14 final wages. Turley contends that Defendant's failure to pay other employees or her
15 within the time provided by section 201 and/or 202 of the California Labor Code was and
16 is "willful" within the meaning of section 203 of the California Labor Code and that,
17 accordingly, other employees and she are entitled to the continuing wages for which
18 provision is made by section 203 of the California Labor Code.

19 (16) At all relevant times mentioned herein, section 208 of the California Labor
20 Code provided:

21 Every employee who is discharged shall be paid at the place of discharge,
22 and every employee who quits shall be paid at the office or agency of the
23 employer in the county where the employee has been performing labor. All
payments shall be made in the manner provided by law.

24 Cal. Lab. Code § 208.

25 (17) At all relevant times mentioned herein, section 216 of the California Labor
26 Code provided:

27 In addition to any other penalty imposed by this article, any person, or an
28 agent, manager, superintendent, or officer thereof is guilty of a
misdemeanor, who:

1 (a) Having the ability to pay, willfully refuses to pay wages due and
2 payable after demand has been made.

3 Cal. Lab. Code § 216. At all relevant times herein, Defendant Chipotle had the ability to
4 pay Plaintiff's final wages, yet it willfully refused to do so, after demand was made.

5 (18) At all relevant times mentioned herein, section 218.5 of the California Labor
6 Code provided:

7 (a) In any action brought for the nonpayment of wages, fringe benefits, or
8 health and welfare or pension fund contributions, the court shall award
9 reasonable attorney's fees and costs to the prevailing party if any party to the
10 action requests attorney's fees and costs upon the initiation of the action.

11 Cal. Lab. Code § 218.5. Plaintiffs hereby demand payment of their reasonable attorney's
12 fees and costs.

13 (19) At all relevant times mentioned herein, section 218.6 of the California Labor
14 Code provided:

15 In any action brought for the nonpayment of wages, the court shall award
16 interest on all due and unpaid wages at the rate of interest specified in
17 subdivision (b) of Section 3289 of the Civil Code, which shall accrue from
18 the date that the wages were due and payable as provided in Part 1
19 (commencing with Section 200) of Division 2.

20 Cal. Lab. Code § 218.6.

21 (20) At all relevant times mentioned herein, section 226 of the California Labor
22 Code provided:

23 (a) Every employer shall, semimonthly or at the time of each payment of
24 wages, furnish each of his or her employees, either as a detachable part of
25 the check, draft, or voucher paying the employee's wages, or separately
26 when wages are paid by personal check or cash, an itemized statement in
27 writing showing (1) gross wages earned, (2) total hours worked by the
28 employee, except for any employee whose compensation is solely based on
a salary and who is exempt from payment of overtime under subdivision (a)
of Section 515 or any applicable order of the Industrial Welfare
Commission, (3) the number of piece-rate units earned and any applicable
piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
provided, that all deductions made on written orders of the employee may be
aggregated and shown as one item, (5) net wages earned, (6) the inclusive
dates of the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number
or an employee identification number other than a social security number
may be shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in effect
during the pay period and the corresponding number of hours worked at

1 each hourly rate by the employee. The deductions made from payments of
2 wages shall be recorded in ink or other indelible form, properly dated,
3 showing the month, day, and year, and a copy of the statement or a record of
4 the deductions shall be kept on file by the employer for at least three years at
5 the place of employment or at a central location within the State of
6 California.

7 (b) An employer that is required by this code or any regulation adopted
8 pursuant to this code to keep the information required by subdivision (a)
9 shall afford current and former employees the right to inspect or copy
10 records pertaining to their employment, upon reasonable request to the
11 employer. The employer may take reasonable steps to ensure the identity of
12 a current or former employee. If the employer provides copies of the
13 records, the actual cost of reproduction may be charged to the current or
14 former employee.

15 (c) An employer who receives a written or oral request to inspect or copy
16 records pursuant to subdivision (b) pertaining to a current or former
17 employee shall comply with the request as soon as practicable, but no later
18 than 21 calendar days from the date of the request. A violation of this
19 subdivision is an infraction. Impossibility of performance, not caused by or a
20 result of a violation of law, shall be an affirmative defense for an employer
21 in any action alleging a violation of this subdivision. An employer may
22 designate the person to whom a request under this subdivision will be made.

23

24 (e) An employee suffering injury as a result of a knowing and intentional
25 failure by an employer to comply with subdivision (a) is entitled to recover
26 the greater of all actual damages or fifty dollars (\$50) for the initial pay
27 period in which a violation occurs and one hundred dollars (\$100) per
28 employee for each violation in a subsequent pay period, not exceeding an
aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
award of costs and reasonable attorney's fees.

(f) A failure by an employer to permit a current or former employee to
inspect or copy records within the time set forth in subdivision (c) entitles
the current or former employee or the Labor Commissioner to recover a
seven-hundred-fifty-dollar (\$750) penalty from the employer.

(g) The listing by an employer of the name and address of the legal entity
that secured the services of the employer in the itemized statement required
by subdivision (a) shall not create any liability on the part of that legal
entity.

(h) An employee may also bring an action for injunctive relief to ensure
compliance with this section, and is entitled to an award of costs and
reasonable attorney's fees.

23 Id. § 226.

24 (21) Defendant employed Plaintiffs and the Class Members but failed to provide
25 them with the data required by section 226(a)(1), (2) or (5) of the California Labor Code.
26 Defendant failed to provide the total hours worked during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee.

28 (22) Cal Lab. Code 1174 provides:

1 1174. Every person employing labor in this state shall:
2 ...

3 (d) Keep, at a central location in the state or at the plants or
4 establishments at which employees are employed, payroll records
5 showing the hours worked daily by and the wages paid to, and the
6 number of piece-rate units earned by and any applicable piece rate
7 paid to, employees employed at the respective plants or
8 establishments. These records shall be kept in accordance with rules
9 established for this purpose by the commission, but in any case shall
10 be kept on file for not less than three years.

11 (23) Cal Lab. Code 1174.5 provides:

12 Any person employing labor who willfully fails to maintain the records
13 required by . . . subdivision (d) of Section 1174 . . . shall be subject to a civil
14 penalty of five hundred dollars (\$500).

15 (24) At all relevant times mentioned herein, California Wage Order No. 5 (as
16 periodically amended) applied to Turley and other of Defendant's employees working in
17 its California restaurants. Wage Order No. 5 provides, in pertinent part:

18 **7. RECORDS**

19 (A) Every employer shall keep accurate information with respect to each
20 employee including the following:

21 (3) Time records showing when the employee begins and ends each work
22 period. Meal periods, split shift intervals and total daily hours worked shall
23 also be recorded. . . .

24 (5) Total hours worked in the payroll period and applicable rates of pay.
25 This information shall be made readily available to the employee upon
26 reasonable request.

27 (C) All required records shall be in the English language and in ink or other
28 indelible form, properly dated, showing month, day and year, and shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. An
employee's records shall be available for inspection by the employee upon
reasonable request.

11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than
five (5) hours without a meal period of not less than 30 minutes, nor more
than one (1) hour. . . .

(B) Unless the employee is relieved of all duty during a 30 minute meal
period, the meal period shall be considered an on-duty meal period and
counted as time worked. An on-duty meal period shall be permitted only
when the nature of the work prevents an employee from being relieved of all
duty and when by written agreement between the parties an on-the-job paid
meal period is agreed to. The written agreement shall state that the employee
may, in writing, revoke the agreement at any time.

1 (C) If an employer fails to provide an employee a meal period in accordance
2 with the applicable provisions of this Order, the employer shall pay the
3 employee one (1) hour of pay at the employee's regular rate of
4 compensation for each work day that the meal period is not provided.

5 (D) In all places of employment where employees are required to eat on the
6 premises, a suitable place for that purpose shall be designated.

7 **12. REST PERIODS**

8 (A) Every employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work
10 period. The authorized rest period time shall be based on the total hours
11 worked daily at the rate of ten (10) minutes net rest time per four (4) hours
12 or major fraction thereof. However, a rest period need not be authorized for
13 employees whose total daily work time is less than three and one-half (3 1/2)
14 hours. Authorized rest period time shall be counted as hours worked for
15 which there shall be no deduction from wages.

16 (B) If an employer fails to provide an employee a rest period in accordance
17 with the applicable provisions of this Order, the employer shall pay the
18 employee one (1) hour of pay at the employee's regular rate of
19 compensation for each work day that the rest period is not provided.

20 **20. PENALTIES**

21 (See Labor Code, Section 1199)

22 (A) In addition to any other civil penalties provided by law, any employer or
23 any other person acting on behalf of the employer who violates, or causes to
24 be violated, the provisions of this order, shall be subject to the civil penalty
25 of:

26 (1) Initial Violation — \$50.00 for each underpaid employee for each pay
27 period during which the employee was underpaid in addition to the amount
28 which is sufficient to recover unpaid wages.

(2) Subsequent Violations — \$100.00 for each underpaid employee for each
pay period during which the employee was underpaid in addition to an
amount which is sufficient to recover unpaid wages.

(3) The affected employee shall receive payment of all wages recovered.

IWC Wage Order 5.

(25) The right to rest periods and meal periods has been codified in sections 226.7
and 512 of the California Labor Code. At all relevant times mentioned herein, section
512 provided:

An employer may not employ an employee for a work period of more than
five hours per day without providing the employee with a meal period of not
less than 30 minutes, except that if the total work period per day of the
employee is no more than six hours, the meal period may be waived by
mutual consent of both the employer and employee. An employer may not
employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived.

Cal. Lab. Code § 512(a). At all relevant times mentioned herein, section 226.7 provided:

If an employer fails to provide an employee a meal period or rest period in

1 accordance with an applicable order of the Industrial Welfare Commission,
2 the employer shall pay the employee one additional hour of pay at the
employee's regular rate of compensation for each work day that the meal or
rest period is not provided.

3 Cal. Lab. Code § 226.7(b).

4 (26) Comparison of the data on Exhibit 5, reflecting the beginning and end time
5 of Plaintiff Turley's workday, with Exhibit 1, reflecting the Plaintiff Turley's wage
6 statements, demonstrates that the wage statements on occasion fail to reflect the total
7 hours worked and/or that Turley was not provided proper meal breaks. Exhibit 5 is a
8 copy of the Shift Detail Report for Plaintiff, 2014 to 2015.

9 (27) Defendant's practices are in violation of the California Industrial Welfare
10 Commission Order 5; California Labor Code sections 201, 202, 203; and California
11 Business and Professions Code section 17200 *et seq.* and all of the statutes and orders
12 referenced herein. These requirements demand that employers to provide their employees
13 with timely payment of wages as well as provision of breaks and information regarding
14 their services.

15 (28) California Labor Code sections 2698 *et seq.* ("PAGA") provides for civil
16 penalties for Plaintiff Turley and each aggrieved employee.

17 **PLAINTIFFS' CLASS-ACTION ALLEGATIONS**

18 (29) The Class represented by Plaintiffs consists of all current and former non-
19 exempt employees of Defendant that worked in California at any time between October
20 1, 2014 and March 1, 2020 (the "Class Period").

21 The "Pre-August 2014 Class Members" consist of all current and former non-
22 exempt employees of Defendant, who were hired before August 1, 2014 and who worked
23 in California at any time during the Class Period.

24 The "Post-August 2014 Class Members" is any Class Member who is not a Pre-
25 August 2014 Class Member.

26 (30) The number of persons within the Class is believed to be in excess of
27 77,000. It is, therefore, impractical to join each member of each Class as a named
28 plaintiff. Accordingly, utilization of a class action is the most economically feasible

1 means of determining the merits of this litigation.

2 (31) Despite the numerosity of the Members of each Class, membership is readily
3 ascertainable through an examination of the records which Defendant is required by law
4 to keep and which it has kept. Likewise, the dollar amounts owed to each member of
5 each Class are readily ascertainable by an examination of the same records.

6 (32) Each Class is proper insofar as common questions of fact and of law
7 predominate over individual issues regarding the money owed to each Class Member.

8 These common questions of law and fact include, without limitation:

- 9 a. The policies and practices of Chipotle;
- 10 b. The impact of Chipotle's policies and practices on the provision
11 of final wages;
- 12 c. Whether Chipotle's denial of timely payment of final wages is
13 an unlawful, unfair or fraudulent business act or practice in violation of
14 Business and Professions Code section 17200 *et seq.*;
- 15 d. Whether Chipotle violated California Labor Code sections 201
16 and/or 202 and/or the Unfair Business Practices Act by failing to promptly
17 pay Plaintiffs and the Class all wages upon termination of their employment;
- 18 e. What is the proper formula for calculating continuing wages
19 owed to Plaintiffs and the Class as alleged herein;
- 20 f. Whether Chipotle provided proper breaks and data to its
21 California employees.
- 22 g. Whether Chipotle's failure to advise Plaintiffs and the Class of
23 the total hours each worked during each relevant pay period violates the
24 applicable statute and Wage Order;
- 25 h. Whether Chipotle's failure to properly maintain and disclose
26 data regarding the total hours each worked during each relevant pay period
27 violates the applicable statute and Wage Order; and

28 (33) There is a well-defined community of interest in the questions of law and

1 fact common to each Plaintiffs and each Class Member.

2 (34) The claims of Plaintiffs are typical of the claims of the Members of each
3 Class which all arise out of the same general operative facts, i.e., Chipotle did not
4 compensate its employees as required by the California Labor Code. Plaintiffs have no
5 conflict of interest with the other Members of either Class, and they are able to fairly and
6 adequately represent the interests of such persons.

7 (35) A class action is a superior method for the fair and efficient adjudication of
8 this controversy. The persons within each Class are so numerous that joinder of all of
9 them is impracticable. The disposition of all claims of the Members of each Class in a
10 class action, rather than in individual actions, will benefit the parties and the court. The
11 interest of the class members in controlling the prosecution of separate claims against
12 Chipotle is small when compared with the efficiency of a class action.

13 **FIRST CAUSE OF ACTION**

14 (Cal. Lab. Code section 203—Continuing Wages)
15 (On Behalf of Plaintiffs and Each Class Member)

16 (36) Plaintiffs replead, reallege, and incorporate by reference each and every
17 allegation set forth in this Complaint.

18 (37) The Chipotle failure to compensate Plaintiffs and the Class Members within
19 the time provided by sections 201 and 202 of the California Labor Code, despite
20 Chipotle’s knowledge of its obligation to do so, was “willful” within the meaning of
21 section 203 of the California Labor Code. Plaintiffs and the Class Members are entitled
22 to continuing wages from the date on which their wages were due until the date on which
23 Chipotle makes payment of the wages, not to exceed thirty days, restitution and damages
24 according to proof, interest thereon, civil penalties, attorney’s fees, and costs of suit.

25 **SECOND CAUSE OF ACTION**

26 (Cal. Lab. Code § 226(a), Improper Pay Stubs)
27 (On Behalf of Plaintiffs and Class against Chipotle)

28 (38) Plaintiffs re-plead, re-allege, and incorporate by reference each and every
29 allegation set forth in this Complaint.

(39) During the relevant times herein, Defendants knowingly and intentionally

1 failed to maintain records as required under California Labor Code §§ 226, 1174 and the
2 IWC Wage Order, including but not limited to the following records: total gross and net
3 income, daily hours worked by each employee and time records showing when each
4 employee begins and ends each work period; and accurate itemized statements.

5 (40) Chipotle employed Plaintiffs and others but failed to provide them with the
6 data required by section 226(a) of the California Labor Code. For example, Defendant
7 failed to provide information regarding their total hours worked. Accordingly, Plaintiffs
8 are entitled to damages. Plaintiffs and other employees of Chipotle are also entitled to
9 civil penalties, as well as to costs and attorney's fees, demand for which is hereby made
10 in accord with the provisions of the California Labor Code.

11 **THIRD CAUSE OF ACTION**

12 (Cal. Lab. Code § 226(b)(c) and (f), Failure to Provide Proper Response to Document
Request)

13 (On Behalf of Plaintiff Turley Only against Chipotle)

14 (40) Plaintiffs re-plead, re-allege, and incorporate by reference each and every
15 allegation set forth in this Complaint.

16 (41) Chipotle employed Turley but failed to provide her with the responsive data
17 as required by sections 226 (b), (c) and (f) of the California Labor Code. Defendant
18 failed to provide information regarding her total hours worked or total gross and net
19 compensation. Accordingly, Plaintiff is entitled to damages. Plaintiff is also entitled to
20 civil penalties, as well as to costs and attorney's fees, demand for which is hereby made
21 in accord with the provisions of the California Labor Code.

22 (42) Pursuant to Labor Code section 226(b), an employer shall afford current and
23 former employees the right to inspect or copy the records pertaining to that current or
24 former employee, upon reasonable request to the employer.

25 (43) Turley has requested that Defendant permit inspection or copying of her
26 employment records pursuant to Labor Code section 226(b). Defendant has failed to
27 provide her with an opportunity to inspect or copy all of her employment records within
28

1 21 days of his request, and the records which were produced failed to include any
2 information regarding alleged meal breaks or tips.

3 (44) Pursuant to Labor Code section 226(f) and (g), Plaintiff Turley is entitled,
4 and hereby seeks to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty,
5 reasonable attorney's fees. and the cost of bringing this cause of action.

6 **FOURTH CLAIM FOR RELIEF**

7 (Failure to Provide Proper Rest Periods, California Labor Code section 226.7 and
8 IWC Wage Order 16)
9 (On Behalf of Plaintiffs and Class against Chipotle)

10 (45) Plaintiffs replead, reallege, and incorporate by reference each and every
11 allegation set forth in the Complaint.

12 (46) At all times herein relevant, section 226.7 of the California Labor Code and
13 the Wage Order codified in the California Code of Regulations provided that employees
14 must receive rest periods of ten minutes for each four hours of work.

15 (47) Because Defendant failed to properly provide the required rest periods,
16 it is liable to Plaintiffs for one hour of additional pay at the regular rate of compensation
17 for each workday that the proper rest periods were not provided, pursuant to Labor
18 Code section 226.7 and the California Code of Regulations, for the period of time from
19 the four years prior to the filing of the Complaint to date. Plaintiffs request relief as
20 described below.

21 **FIFTH CLAIM FOR RELIEF**

22 (Failure to Provide Proper Meal Periods, California Labor Code section 226.7 and IWC
23 Wage Order 16)
24 (On Behalf of Plaintiffs and Class against Chipotle)

25 (48) Plaintiffs replead, reallege, and incorporate by reference each and every
26 allegation set forth in the Complaint.

27 (49) At all times herein relevant, section 226.7 and 512 of the California Labor
28 Code and the Wage Order codified in the California Code of Regulations provided that
employees must receive meal periods of not less than thirty minutes if an employee works
for a period of more than five hours and a second thirty-minute meal period if an employee
works for a period more than ten hours in a workday.

1 (50) Because Defendant failed to properly provide the required meal periods,
2 it is liable to Plaintiffs for one hour of additional pay at the regular rate of compensation
3 for each workday that the proper meal periods were not provided, pursuant to Labor
4 Code section 226.7 and the California Code of Regulations. Plaintiffs request relief as
5 described below.

6 **SIXTH CLAIM FOR RELIEF**

7 (Disgorgement of Profits, California Bus. and Prof. Code section 17200 *et seq.*)
8 (On Behalf of Plaintiffs and Class against Chipotle)

9 (51) Plaintiffs replead, reallege, and incorporate by reference each and every
10 allegation set forth in the Complaint.

11 (52) Defendant is a “person” within the meaning of section 17201 of the
12 California Business and Professions Code.

13 (53) As set forth in this Complaint, Plaintiffs are informed, believes, and thereon
14 alleges that Defendant intentionally and improperly has failed to comply with the
15 California Labor Code and the applicable Wage Order as hereinabove referenced and by
16 not paying in timely fashion the full amounts required to be paid to employees on account
17 of final wages.

18 (54) Additionally, Plaintiffs are informed, believes, and thereon alleges that
19 Defendant was able to compete unfairly by not complying with the California Labor
20 Code and the applicable Wage Order.

21 (55) By competing unfairly, Defendants have gained a competitive advantage
22 over other comparable businesses in the State of California, avoiding the substantial
23 accounting expense it would incur by properly accounting for tips distributed to
24 employees such as Plaintiff.

25 (56) Accordingly, Defendant’s failure to comply with the California Labor Code
26 and the applicable Wage Order is an unfair and/or unlawful business activity prohibited
27 by section 17200 *et seq.* of the California Business and Professions Code, and it justifies
28 the payment to other employees of wages owing to them, disgorgement of profits and
other relief pursuant to section 17203 of the California Business and Professions Code.

1 All remedies are cumulative pursuant to section 17205 of the California Business and
2 Professions Code.

3 (57) Furthermore, Plaintiffs request attorney's fees and costs pursuant to section
4 1021.5 of the California Code of Civil Procedure upon proof that they have acted in the
5 public interest.

6 **SEVENTH CAUSE OF ACTION**

7 (Cal. Lab. Code § 2698 *et seq* Civil Penalties Under the Private Attorney General Act)
8 (On Behalf of Plaintiff Turley and Class against Chipotle)

9 (58) Plaintiffs replead, reallege, and incorporate by reference each and every
10 allegation set forth in the Complaint.

11 (59) Pursuant to California Labor Code section 2699.3(a)(1), on March 27, 2015,
12 Plaintiff Turley gave written notice by certified mail to the Labor and Workforce
13 Development Agency ("LWDA") and Defendant Chipotle through its registered agent for
14 service of process, of the specific provisions of the California Labor Code alleged to have
15 been violated by Defendant Chipotle, including the facts and theories specified in the
16 original complaint. A copy of the letter is reproduced herein as Exhibit 6.

17 (60) The LWDA, by its responsible official, sent a letter to Plaintiff Turley and
18 Defendant, through its registered agent for service of process by certified mail, stating
19 that the LWDA did not intend to investigate the alleged violations. A copy of the letter is
20 reproduced herein as Exhibit 7. Accordingly, the LWDA declined to act, pursuant to
21 section 2699.3(a)(2)(A), Plaintiff "may commence a civil action pursuant to Section
22 2699." Cal. Lab. Code §2699.3(a)(2)(A).

23 (61) Section 2699(f) of the California Labor Code provides for civil penalties for
24 violations of the California Labor Code, for which a specific civil penalty is not provided
25 and for civil penalties for violations of the applicable Industrial Welfare Commission
26 Wage Order. Section 2699(a) provides that civil penalties may be "recovered through a
27 civil action brought by an aggrieved employee on behalf of himself or herself and other
28 current or former employees." Cal. Lab. Code § 2699(a). Section 2699(g) provides that

1 an employee who prevails in a civil action under section 2699 shall be entitled to an
2 award of reasonable attorneys' fees and costs.

3 (62) The State of California and Plaintiff Turley, and Class Members are, therefore,
4 entitled to civil penalties, attorneys' fees, and costs according to proof.

5 **EIGHTH CAUSE OF ACTION**

6 (Damages for Unpaid Overtime Compensation,
7 California Labor Code §§ 510, 1994 and 1198
8 On Behalf of Plaintiffs Against All Defendants)

9 (63) Plaintiffs reallege and incorporate herein by reference the allegations
10 contained in this Complaint as though fully set forth herein.

11 (64) During their employment by Defendants, Plaintiffs, as well as other
12 employees, worked many hours, including overtime, without compensation for work
13 performed, as required by law.

14 (65) Plaintiffs and other employees are entitled to recover liquidated damages
15 under section 1194.2 of the California Labor Code in an amount according to proof.
16 Plaintiffs are also entitled to recover costs and reasonable attorneys' fees under section
17 1194 of the California Labor Code, damages in excess of \$1,000.

18 **NINTH CAUSE OF ACTION**

19 (Damages for Unpaid Minimum Wage Compensation,
20 California Labor Code §§ 1194, 1194.2, 1197 and 1197.1
21 On Behalf of Plaintiffs Against All Defendants)

22 (66) Plaintiffs reallege and incorporate herein by reference the allegations
23 contained in this Complaint as though fully set forth herein.

24 (67) During their employment by Defendants, Plaintiffs, as well as other
25 employees, worked many hours, including overtime, without compensation for work
26 performed, as required by law.

27 (68) Plaintiffs and other employees are entitled to recover liquidated damages
28 under section 1194.2 of the California Labor Code in an amount according to proof.
Plaintiffs are also entitled to recover costs and reasonable attorneys' fees under section

1 1194 of the California Labor Code, damages in excess of \$1,000.

2
3 **TENTH CAUSE OF ACTION**

4 (Failure to Reimburse Necessary Expenses, Cal. Lab. Code §2802
5 On Behalf of Plaintiffs Against Defendants)

6 (69) Plaintiffs reallege and incorporate herein by reference the allegations
7 contained in this Complaint as though fully set forth herein.

8 (70) Plaintiffs were required to be reimbursed for necessary expenses, and the
9 failure of Defendant to indemnify Plaintiffs for necessary expenditures violates section
10 2802 of the California Labor Code.

11 (71) Accordingly, Plaintiffs are entitled to damages in an amount according to
12 proof and costs and reasonable attorney's fees in accordance California Labor Code
13 section 2802(c). Plaintiffs are entitled to at least \$1,400, not including interest thereon,
14 reasonable attorneys' fees and cost of suit.

15 **WHEREFORE, Plaintiffs pray judgment as follows:**

16 (1) That this Court certify the Classes as requested;

17 (2) With respect to the First Cause of Action (Cal. Lab. Code sections 201, 202,
18 and 203—Timely Payment of Final Wages), that this Court enter judgment in favor of
19 Plaintiffs and the Class Members in an amount according to proof, including civil
20 penalties, interest thereon, attorney's fees, and costs of suit;

21 (3) With respect to the Second Cause of Action (Cal. Lab. Code section 226(a),
22 that this Court enter judgment in favor of Plaintiffs and the Class Members in an amount
23 according to proof, interest thereon, attorney's fees, and costs of suit;

24 (4) With respect to the Third Cause of Action (Cal. Lab. Code section 226(b)—
25 Failure to Properly Respond to Request to Inspect Records, that this Court enter judgment
26 in favor of Plaintiffs in the amount of \$750 or otherwise according to proof, interest
27 thereon, attorney's fees, and costs of suit;

28 (5) With respect to the Fourth Cause of Action (Cal. Lab. Code section 226.7—
Failure to Properly Provide Rest Breaks, that this Court enter judgment in favor of

1 Plaintiffs and the Class Members in an amount according to proof, interest thereon,
2 attorney's fees, and costs of suit;

3 (6) With respect to the Fifth Cause of Action (Cal. Lab. Code section 226.7—
4 Failure to Properly Provide Meal Breaks, that this Court enter judgment in favor of
5 Plaintiffs and the Class Members in an amount according to proof, interest thereon,
6 attorney's fees, and costs of suit;

7 (7) With respect to the Sixth Cause of Action (Cal. Bus. & Prof. Code
8 section 17200 *et seq.*—Disgorgement of Profits), that this Court enter judgment in favor
9 of Plaintiffs and the putative Class Members in an amount according to proof, interest
10 thereon, attorney's fees, and costs of suit;

11 (8) With respect to the Seventh Cause of Action (Cal. Lab. Code § 2698 *et seq.*—
12 Civil Penalties Under the Private Attorney General Act), that this Court enter judgment in
13 favor of Plaintiffs and the putative Class Members in an amount according to proof,
14 interest thereon, attorney's fees, and costs of suit;

15 (9) That, under the Eighth Cause of Action, this Court enter judgment in favor
16 of Plaintiffs of an amount to be established by proof for unpaid liquidated damages,
17 interest thereon, reasonable attorneys' fees and cost of suit pursuant to sections 218.5,
18 1194, 1194.2, and 1197.1 of the Code.

19 (10) That, under the Ninth Cause of Action, this Court enter judgment in favor of
20 Plaintiffs of an amount to be established by proof for unpaid liquidated damages, interest
21 thereon, reasonable attorneys' fees and cost of suit pursuant to sections 218.5, 1194,
22 1194.2, and 1197.1 of the Code.

23 (11) That, under the Tenth Cause of Action, this Court enter judgment in favor of
24 Plaintiffs of an amount to be established by proof for unpaid liquidated damages, interest
25 thereon, reasonable attorneys' fees and cost of suit pursuant to section 2802 of the Code.

26 (12) For such other relief as the Court may order, including attorney's fees and
27 costs, provision of which is made by section 218.5 of the California Labor Code.

28 Plaintiffs request a trial by jury as to all claims for relief.

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DATED: May 27, 2020

HARRIS & RUBLE
NORTH BAY LAW GROUP

/s/ Alan Harris

Alan Harris
David S. Harris
David C. Garrett
Attorney for Plaintiff

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Index to Exhibits

Exhibit 1: A partially redacted copy of the Plaintiff Turley’s wage statement, dated February 3, 2015.

Exhibit 2: Turley’s written request of Defendant for the data to which she was entitled under section 226 of the California Labor Code, as well as Defendant’s reply cover letter, March 5, 2015 and April 3, 2015.

Exhibit 3: Defendant’s View Event Terminate screen shot for T. Turley, confirming that Plaintiff’s last day of work was, in fact, January 15, 2015.

Exhibit 4: Text messages dated January 17 and 18, 2015.

Exhibit 5: Shift Detail Report for T. Turley, 2014-2015.

Exhibit 6: Turley’s PAGA Request

Exhibit 7: Response re PAGA Request

Exhibit 8: Thompson’s Arbitration Agreement

EXHIBIT 1

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver CO 80202
 303/595-4000

Pay Group: **CHA-Hourly Group A** Business Unit: 09011
 Pay Begin Date: **07/14/2014** Check #: **000000003578574**
 Pay End Date: **07/27/2014** Check Date: **08/01/2014**

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo CA 94590	Employee ID: 334618	TAX DATA: Federal CA-State
	Department: 1460000-Metreon	Marital Status: Single S/M-2 inc
	Location: Metreon	Allowances: 0 0
	Job Title: Cashier	Addl. Pct.: 56.00
	Pay Rate: \$12.000000 Hourly	Addl. Amt.: 56.00
Overtime Rt: \$18.000000 Hourly		
Dbtime Rt: \$24.000000 Hourly		
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	70.30	843.60	570.08	6,840.96	Fed Withholding	96.16	820.05
Overtime @ 1.5	18.000000	0.02	0.36	8.51	153.18	Fed MED/EE	12.24	102.81
Sick			0.00	8.00	96.00	Fed OASD/EE	52.32	439.59
						CA Withholding	68.11	561.15
						CA OASD/EE	8.44	70.90
Total:		70.32	843.96	586.59	7,090.14	Total:	237.27	1,994.50

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current:	843.96	843.96	237.27	0.00	606.69
YTD:	7,090.14	7,090.14	1,994.50	0.00	5,095.64

NET PAY DISTRIBUTION	
Check #000000003578574	606.69
Total:	606.69

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver CO 80202

56-1544/441 JP MORGAN CHASE BANK, N.A.
 Columbus, OH

Check No.
 3578574

Date: 08/01/2014

Pay Amount: \$606.69 *****

Pay ****SIX HUNDRED SIX AND 69/100 DOLLARS****

To The Order Of
TANIKA ELAINE TURLEY

Void After 180 Days

Location: Metreon

abcdef

085085VKKXANXKXKXKXKX
 698194926X

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A
 Pay Begin Date: 05/05/2014
 Pay End Date: 05/18/2014
 Business Unit: 09011
 Advice #: 010000003190090
 Advice Date: 05/23/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal	CA State
	Department: 1460000-Metreon	Marital Status: Single	S/M-2 inc
	Location: Metreon	Allowances: 0	0
	Job Title: Cashier	Adnl. Pct.:	
	Pay Rate: \$12.000000 Hourly	Adnl. Amt.:	56.00
Overtime Rt: \$18.000000 Hourly			
Dbtime Rt: \$24.000000 Hourly			
Previous Rt: \$10.750000 Hourly			

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	YTD		Description	Current	YTD
				Hours	Earnings			
Regular Pay	12.000000	69.58	834.96	69.58	834.96	Fed Withholding	96.24	96.24
Overtime @ 1.5	18.000000	0.53	9.54	0.53	9.54	Fed MED/EE	12.25	12.25
						Fed OASDI/EE	52.36	52.36
						CA Withholding	68.13	68.13
						CA OASDI/EE	8.45	8.45
Total:		70.11	844.50	70.11	844.50	Total:	237.43	237.43

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current:	844.50	844.50	237.43	0.00	607.07
YTD:	844.50	844.50	237.43	0.00	607.07

NET PAY DISTRIBUTION	
Advice #000000003190090	607.07
Total:	607.07

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 05/23/2014

Advice No.
 3190090

Deposit Amount: \$607.07

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Paycard		607.07
Total:		607.07

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A Business Unit: 09011
 Pay Begin Date: 05/19/2014 Advice #: 00000003227945
 Pay End Date: 06/01/2014 Advice Date: 06/06/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: 1460000-Metreon	Marital Status: Single S/M-2 inc
	Location: Metreon	Allowances: 0 0
	Job Title: Cashier	Add. Pct.: Addl. Amt.: 56.00
	Pay Rate: \$12.000000 Hourly	
Overtime Rt: \$18.000000 Hourly		
Dbltime Rt: \$24.000000 Hourly		
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	77.20	926.40	222.19	2,666.28	Fed Withholding	112.85	315.61
Overtime @ 1.5	18.000000	1.60	28.80	2.58	46.44	Fed MED/EE	13.85	39.33
						Fed OASDI/EE	59.22	168.19
						CA Withholding	73.00	212.27
						CA OASDI/EE	9.55	27.13
Total:		78.80	955.20	224.77	2,712.72	Total:	268.47	762.53

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	55.67	111.34			
Total:	0.00	0.00	Total:	55.67	111.34			
TOTAL GROSS			FED TAXABLE GROSS			TOTAL TAXES		
Current:	955.20		955.20	268.47		55.67		631.06
YTD:	2,712.72		2,712.72	762.53		111.34		1,838.85

NET PAY DISTRIBUTION	
Advice #00000003227945	631.06
Total:	631.06

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 06/06/2014

Advice No.
 3227945

Deposit Amount: \$631.06

To The Account(s) Of
 TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Paycard		631.06
Total:		631.06

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A
 Pay Begin Date: 06/02/2014
 Pay End Date: 06/15/2014
 Business Unit: 09D11
 Advice #: 000000003266097
 Advice Date: 06/20/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: J460000-Metrocon	Marital Status: Single S/M-2 inc
	Location: Metrocon	Allowances: 0 0
	Job Title: Cashier	Adhl. Pct.: 56.00
	Pay Rate: \$12.000000 Hourly	Adhl. Amt.: 56.00
Overtime Rt: \$18.000000 Hourly		
Dbtime Rt: \$24.000000 Hourly		
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	75.41	904.92	223.19	2,666.28	Fed Withholding	106.52	315.61
Overtime @ 1.5	18.000000	0.45	8.10	2.58	46.44	Fed MED/EE	13.23	39.33
						Fed OASDI/EE	56.61	168.19
						CA Withholding	71.14	212.27
						CA OASDI/EE	9.13	27.13
Total:		75.86	913.02	224.77	2,712.72	Total:	256.63	762.53

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	55.67	111.34			
Total:	0.00	0.00	Total:	55.67	111.34	* Taxable		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current:	913.02	913.02	256.63	55.67	600.72
YTD:	2,712.72	2,712.72	762.53	111.34	1,838.85

NET PAY DISTRIBUTION	
Advice #100000003266097	600.72
Total:	600.72

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 06/20/2014

Advice No.
 3266097

Deposit Amount: \$600.72

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metrocon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Paycard		600.72
Total:		600.72

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group:	CHA-Hourly Group A	Business Unit:	09011
Pay Begin Date:	06/16/2014	Advice #:	000000003304705
Pay End Date:	06/29/2014	Advice Date:	07/03/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID:	334618	TAX DATA:	Federal	CA State
	Department:	1460000-Metcon	Marital Status:	Single	S/M-2 inc
	Location:	Metcon	Allowances:	0	0
	Job Title:	Cashier	Addl. Pct.:		
	Pay Rate:	\$12.000000 Hourly	Addl. Amt.:		56.00
	Overtime Rt:	\$18.000000 Hourly			
	Overtime Rt:	\$24.000000 Hourly			
Previous Rt:	\$10.750000 Hourly				

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
Regular Pay	12.000000	76.24	914.88	363.13	4,357.56	Fed Withholding	107.96	509.81
Overtime @ 1.5	18.000000	0.43	7.74	3.09	55.62	Fed MED/EE	13.38	63.99
						Fed OASDI/EE	57.20	273.62
						CA Withholding	71.57	350.44
						CA OASDI/EE	9.22	44.13
Total:		76.67	922.62	366.22	4,413.18	Total:	259.33	1,241.99

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	111.34	0.00			
Total:	0.00	0.00	Total:	111.34	0.00	Total:	0.00	0.00

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current:	922.62	922.62	259.33	111.34	774.63
YTD:	4,413.18	4,413.18	1,241.99	0.00	3,171.19

NET PAY DISTRIBUTION	
Advice #000000003304705	774.63
Total:	774.63

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 07/03/2014

Advice No.
 3304705

Deposit Amount: \$774.63
 To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metcon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Paycard	XXXXXXXX9380	774.63
Total:		774.63

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A	Business Unit: 09011
Pay Begin Date: 06/30/2014	Advice #: 000000003343557
Pay End Date: 07/13/2014	Advice Date: 07/18/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: 1460000-Metreon	Marital Status: Single S/M-2 inc
	Location: Metreon	Allowances: 0 0
	Job Title: Cashier	Addl. Pct:
	Pay Rate: \$12.000000 Hourly	Addl. Amt: 56.00
	Overtime Rt: \$18.000000 Hourly Dbltime Rt: \$24.000000 Hourly Previous Rt: \$10.750000 Hourly	

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	64.70	776.40	363.13	4,357.56	Fed Withholding	86.24	509.81
Overtime@1.5	18.000000	0.08	1.44	3.09	55.62	Fed MED/EE	11.28	63.99
						Fed OASDI/EE	48.23	273.62
						CA Withholding	66.60	350.44
						CA OASDI/EE	7.78	44.13
Total:		64.78	777.84	366.22	4,413.18	Total:	220.13	1,241.99

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		
	TOTAL GROSS			FED TAXABLE GROSS			TOTAL TAXES	
Current:	777.84			777.84			220.13	
YTD:	4,413.18			4,413.18			1,241.99	
								TOTAL DEDUCTIONS
								0.00
								0.00
								NET PAY
								557.71
								3,171.19

NET PAY DISTRIBUTION	
Advice #000000003343557	557.71
Total:	557.71

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 07/18/2014

Advice No.
 3343557

Deposit Amount: \$557.71

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Paycard	XXXXXXXX9380	557.71
Total:		557.71

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A
 Pay Begin Date: 07/28/2014
 Pay End Date: 08/10/2014
 Business Unit: 09011
 Advice #: 00000003424319
 Advice Date: 08/15/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: 1460000-Metreon	Marital Status: Single S/M-2 inc
	Location: Metreon	Allowances: 0 0
	Job Title: Cashier	Addl. Pct.: 0
	Pay Rate: \$12.000000 Hourly	Addl. Amt.: 36.00
Overtime Rt: \$18.000000 Hourly		
Dbltime Rt: \$24.000000 Hourly		
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	66.77	801.24	570.08	6,840.96	Fed Withholding	104.15	820.05
Sick	12.000000	8.00	96.00	8.00	96.00	Fed MED/EE	13.01	102.81
Overtime @ 1.5			0.00	8.51	153.18	Fed OASDI/EE	55.63	439.59
						CA Withholding	70.45	561.15
						CA OASDI/EE	8.97	70.90
Total:		74.77	897.24	586.59	7,090.14	Total:	252.21	1,994.50

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 897.24	897.24	252.21	0.00	645.03
YTD: 7,090.14	7,090.14	1,994.50	0.00	5,095.64

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	2.2
- Taken:	8.0
End Balance:	5.8

NET PAY DISTRIBUTION	
Advice #00000003424319	645.03
Total:	645.03

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
08/15/2014

Advice No.
3424319

Deposit Amount: \$645.03

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking	XX7522	645.03
Total:		645.03

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A Business Unit: 09011
 Pay Begin Date: 08/11/2014 Advice #: 00000003463193
 Pay End Date: 08/24/2014 Advice Date: 08/29/2014

Tanika Elaine Turley
 926 Georgia Street Apt. A
 Vallejo, CA. 94590

Employee ID: 334618
 Department: 1460000-Metreon
 Location: Metreon
 Job Title: Cashier
 Pay Rate: \$12.000000 Hourly
 Overtime Rt: \$18.000000 Hourly
 Dbltime Rt: \$24.000000 Hourly
 Previous Rt: \$10.750000 Hourly

TAX DATA: Federal CA State
 Marital Status: Single S/M-2 inc
 Allowances: 0 0
 Addl. Pct.:
 Addl. Amt.: \$6.00

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
Regular Pay	12.000000	69.88	838.56	570.08	6,840.96	Fed Withholding	109.93	820.05
Overtime @ 1.5	18.000000	5.40	97.20	8.51	153.18	Fed MED/EE	13.57	102.81
Sick			0.00	8.00	96.00	Fed OASDI/EE	58.02	439.59
						CA Withholding	72.15	561.15
						CA OASDI/EE	9.36	70.90
Total:		75.28	935.76	586.59	7,090.14	Total:	263.03	1,994.50

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 935.76	935.76	263.03	0.00	672.73
YTD: 7,090.14	7,090.14	1,994.50	0.00	5,095.64

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	4.7
- Taken:	8.0
End Balance:	3.3

NET PAY DISTRIBUTION	
Advice #00000003463193	672.73
Total:	672.73

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 08/29/2014

Advice No.
 3463193

Deposit Amount: \$672.73

To The
 Account(s) Of

TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking	XX7522	672.73
Total:		672.73

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A Business Unit: 09011
 Pay Begin Date: 08/25/2014 Advice #: 000000003501238
 Pay End Date: 09/07/2014 Advice Date: 09/12/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: 1460000-Metrocon	Marital Status: Single S/M-2 inc
	Location: Metrocon	Allowances: 0 0
	Job Title: Cashier	Adjl. Pct.: 56.00
	Pay Rate: \$12.000000 Hourly	Adjl. Amt.: 56.00
Overtime Rt: \$18.000000 Hourly		
Dbltime Rt: \$24.000000 Hourly		
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	52.69	632.28	688.91	8,266.92	Fed Withholding	75.07	1,013.70
Overtime @ 1.5	18.000000	3.95	71.10	12.89	232.02	Fed MED/EE	10.20	127.41
Sick			0.00	24.00	288.00	Fed OASDI/EE	43.61	544.79
						CA Withholding	64.96	700.79
						CA OASDI/EE	7.04	87.87
Total:		56.64	703.38	725.80	8,786.94	Total:	200.88	2,474.56

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 703.38	703.38	200.88	0.00	502.50
YTD: 8,786.94	8,786.94	2,474.56	0.00	6,312.38

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	6.6
- Taken:	24.0
End Balance:	17.4

NET PAY DISTRIBUTION	
Advice #000000003501238	502.50
Total:	502.50

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 09/12/2014

Advice No.
 3501238

Deposit Amount: \$502.50

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metrocon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		502.50
Total:		502.50

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A Business Unit: 09011
 Pay Begin Date: 09/08/2014 Advice #: 00000003538875
 Pay End Date: 09/21/2014 Advice Date: 09/26/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618 Department: 1460000-Metreon Location: Metreon Job Title: Cashier Pay Rate: \$12.000000 Hourly Overtime Rt: \$18.000000 Hourly Dbltime Rt: \$24.000000 Hourly Previous Rt: \$10.750000 Hourly	TAX DATA: Federal: CA State Marital Status: Single S/M-2 inc Allowances: 0 0 Addl. Pct.: Addl. Amt.: 56.00
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HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	YTD Hours	Earnings	Description	Current	YTD
Regular Pay	12.000000	66.14	793.68	688.91	8,266.92	Fed Withholding	118.58	1,013.70
Overtime @ 1.5	18.000000	0.43	7.74	12.89	232.02	Fed MED/EE	14.40	127.41
Sick	12.000000	16.00	192.00	24.00	288.00	Fed OASDI/EE	61.59	544.79
						CA Withholding	74.68	700.79
						CA OASDI/EE	9.93	87.87
Total:		82.57	993.42	725.80	8,786.94	Total:	279.18	2,474.56

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	Total:		

TOTAL GROSS	993.42	FED TAXABLE GROSS	993.42	TOTAL TAXES	279.18	TOTAL DEDUCTIONS	0.00	NET PAY	714.24
Current:	993.42		993.42		279.18		0.00		714.24
YTD:	8,786.94		8,786.94		2,474.56		0.00		6,312.38

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	8.8
- Taken:	24.0
End Balance:	15.2

NET PAY DISTRIBUTION	
Advice #00000003538875	714.24
Total:	714.24

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
09/26/2014

Advice No.
3538875

Deposit Amount: \$714.24

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		714.24
Total:		714.24

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group:	CHA-Hourly Group A	Business Unit:	09011
Pay Begin Date:	09/22/2014	Advice #:	000000003576777
Pay End Date:	10/05/2014	Advice Date:	10/10/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618 Department: 1460000-Metreon Location: Metreon Job Title: Cashier Pay Rate: \$12.000000 Hourly Overtime Rt: \$18.000000 Hourly Dbltime Rt: \$24.000000 Hourly Previous Rt: \$10.750000 Hourly	TAX DATA: Federal CA State Marital Status: Single S/M-2 inc Allowances: 0 0 Addl. Pct.: Addl. Amt.: 56.00
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HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	YTD Earnings	Description	Current	YTD
Regular Pay	12.000000	56.96	683.52	802.07	9,624.84	Fed Withholding	72.47	1,159.33
Overtime @ 1.5	18.000000	0.14	2.52	13.93	250.74	Fed MED/EE	9.95	147.37
Sick			0.00	24.00	288.00	Fed OASDI/EE	42.53	630.14
						CA Withholding	64.58	830.05
						CA OASDI/EE	6.86	101.64
Total:		57.10	686.04	840.00	10,163.58	Total:	196.39	2,868.53

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current:	686.04	686.04	196.39	0.00	489.65
YTD:	10,163.58	10,163.58	2,868.53	0.00	7,295.05

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	10.7
- Taken:	24.0
End Balance:	13.3

NET PAY DISTRIBUTION	
Advice #000000003576777	489.65
Total:	489.65

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 10/10/2014

Advice No.
 3576777

Deposit Amount: \$489.65

To The Account(s) Of **TANIKA ELAINE TURLEY**

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		489.65
Total:		489.65

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A Business Unit: 09011
 Pay Begin Date: 10/06/2014 Advice #: 000000003615005
 Pay End Date: 10/19/2014 Advice Date: 10/24/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618 Department: 1460000-Metreon Location: Metreon Job Title: Cashier Pay Rate: \$12.000000 Hourly Overtime Rt: \$18.000000 Hourly Dbltime Rt: \$24.000000 Hourly Previous Rt: \$10.750000 Hourly	TAX DATA: Federal CA State Marital Status: Single S/M-2 inc Allowances: 0 0 Addl. Pct.: Addl. Amt.: 56.00
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HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.000000	56.20	674.40	802.07	9,624.84	Fed Withholding	73.16	1,159.33
Overtime @ 1.5	18.000000	0.90	16.20	13.93	250.74	Fed MED/EE	10.01	147.37
Sick			0.00	24.00	288.00	Fed OASDI/EE	42.82	630.14
						CA Withholding	64.68	830.05
						CA OASDI/EE	6.91	101.64
Total:		57.10	690.60	840.00	10,163.58	Total:	197.58	2,868.53

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	Total:	0.00	0.00

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 690.60	690.60	197.58	0.00	493.02
YTD: 10,163.58	10,163.58	2,868.53	0.00	7,295.05

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	12.6
- Taken:	24.0
End Balance:	11.4

NET PAY DISTRIBUTION	
Advice #000000003615005	493.02
Total:	493.02

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
10/24/2014

Advice No.
3615005

Deposit Amount: \$493.02

To The
Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		493.02
Total:		493.02

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A Business Unit: 09011
 Pay Begin Date: 10/20/2014 Advice #: 00000003653477
 Pay End Date: 11/07/2014 Advice Date: 11/07/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618 Department: 1460000-Metreon Location: Metreon Job Title: Cashier Pay Rate: \$12.000000 Hourly Overtime Rt: \$18.000000 Hourly Dbtime Rt: \$24.000000 Hourly Previous Rt: \$10.750000 Hourly	TAX DATA: Federal CA State Marital Status: Single S/M-2 inc Allowances: 0 0 Addl. Pct.: Addl. Amt.: 56.00
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HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Earnings	Hours	Earnings	Description	Current	YTD
Regular Pay	12.000000	73.76	885.12	934.53	11,220.23	Fed Withholding	110.06	1,346.97
Overtime @ 1.5	18.000000	2.86	51.48	17.33	312.02	Fed MED/EE	13.58	171.39
Sick			0.00	24.00	288.00	Fed OASDI/EE	58.07	732.86
						CA Withholding	72.18	967.56
						CA OASDI/EE	9.36	118.20
Total:		76.62	936.60	975.86	11,820.25	Total:	263.25	3,336.98

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	* Taxable		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 936.60	936.60	263.25	0.00	673.35
YTD: 11,820.25	11,820.25	3,336.98	0.00	8,483.27

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	15.2
- Taken:	24.0
End Balance:	8.8

NET PAY DISTRIBUTION	
Advice #00000003653477	673.35
Total:	673.35

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 11/07/2014

Advice No.
 3653477

Deposit Amount: \$673.35

To The Account(s) Of
 TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		673.35
Total:		673.35

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CIA-Hourly Group A	Business Unit: 09011
Pay Begin Date: 11/03/2014	Advice #: 00000003692129
Pay End Date: 11/21/2014	Advice Date: 11/21/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: 1460000-Mcreecon	Marital Status: Single S/M-2 Inc
	Location: Metreon	Allowances: 0 0
	Job Title: Cashier	Addl. Pct.:
	Pay Rate: \$12.100000 Hourly	Addl. Amt.: 56.00
	Overtime Rt: \$18.150000 Hourly	
Dbtime Rt: \$24.200000 Hourly		
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.100000	58.70	710.27	934.53	11,220.23	Fed Withholding	77.58	1,346.97
Overtime @ 1.5	18.150000	0.54	9.80	17.33	312.02	Fed MED/EE	10.44	171.39
Sick			0.00	24.00	288.00	Fed OASDI/EE	44.65	732.86
						CA Withholding	65.33	967.56
						CA OASDI/EE	7.20	118.20
Total:		59.24	720.07	975.86	11,820.25	Total:	205.20	3,336.98

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	0.00	0.00	Total:	0.00	0.00

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 720.07	720.07	205.20	0.00	514.87
YTD: 11,820.25	11,820.25	3,336.98	0.00	8,483.27

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	17.2
- Taken:	24.0
End Balance:	6.8

NET PAY DISTRIBUTION	
Advice #00000003692129	514.87
Total:	514.87

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 11/21/2014

Advice No.
 3692129

Deposit Amount: **\$514.87**

To The Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		514.87
Total:		514.87

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group:	CHA-Hourly Group A	Business Unit:	09011
Pay Begin Date:	11/17/2014	Advice #:	000000003731227
Pay End Date:	11/30/2014	Advice Date:	12/05/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID:	334618	TAX DATA:	Federal	CA State
	Department:	1460000-McCreon	Marital Status:	Single	S/M-2 Inc
	Location:	McCreon	Allowances:	0	0
	Job Title:	Cashier	Adtl. Pct.:		
	Pay Rate:	\$12.100000 Hourly	Adtl. Amt.:		56.00
	Overtime Rt:	\$18.150000 Hourly			
Dbltime Rt:	\$24.200000 Hourly				
Previous Rt:	\$10.750000 Hourly				

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.100000	29.40	357.90	1,110.89	13,354.19	Fed Withholding	27.13	1,599.50
Overtime @ 1.5	18.150000	0.38	6.90	24.62	444.34	Fed MED/EE	5.19	204.35
Sick			0.00	24.00	288.00	Fed OASDI/EE	22.18	873.36
Health Care W2 Reporting			0.00		577.06	CA Withholding	56.00	1,169.47
						CA OASDI/EE	3.58	140.87
Total:		29.78	357.80	1,159.51	14,086.53	Total:	114.08	3,987.45

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Hourly Medical	0.00	0.00			
			Garnishment-Tax Levy	0.00	343.02			
Total:	0.00	0.00	Total:	0.00	343.02	* Taxable		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current:	357.80	357.80	114.08	0.00	243.72
YTD:	14,086.53	14,086.53	3,987.45	343.02	9,756.06

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	18.1
- Taken:	24.0
End Balance:	5.9

NET PAY DISTRIBUTION	
Advice #000000003731227	243.72
Total:	243.72

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 12/05/2014

Advice No.
 3731227

Deposit Amount: \$243.72

To The
 Account(s) OF
TANIKA ELAINE TURLEY

Location: McCreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		243.72
Total:		243.72

NON-NEGOTIABLE

Chipotle Services, LLC
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group: CHA-Hourly Group A	Business Unit: 09011
Pay Begin Date: 12/01/2014	Advice #: 00000003778388
Pay End Date: 12/14/2014	Advice Date: 12/19/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID: 334618	TAX DATA: Federal CA State
	Department: 1460000-Metreon	Marital Status: Single S/M-2 inc
	Location: Metreon	Allowances: 0 0
	Job Title: Cashier	Adtl. Pct.:
	Pay Rate: \$12.100000 Hourly	Adtl. Amt.: 56.00
	Overtime Rt: \$18.150000 Hourly	
	Dbltime Rt: \$24.200000 Hourly	
Previous Rt: \$10.750000 Hourly		

HOURS AND EARNINGS						TAXES		
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Regular Pay	12.100000	71.11	860.43	1,110.89	13,354.19	Fed Withholding	103.04	1,599.50
Overtime @ 1.5	18.150000	1.62	29.41	24.62	444.34	Fed MED/EE	12.90	204.25
Sick			0.00	24.00	288.00	Fed OASDI/EE	55.17	873.36
Health Care W2 Reporting			0.00		577.06	CA Withholding	70.12	1,169.87
						CA OASDI/EE	8.90	140.87
Total:		72.73	889.84	1,159.51	14,086.53	Total:	250.13	3,987.45

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Garnishment-Tax Levy	159.93	343.02			
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	159.93	343.02	* Taxable		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current: 889.84	889.84	250.13	159.93	479.78
YTD: 14,086.53	14,086.53	3,987.45	343.02	9,756.06

SICK HOURS	YTD
Stan Balance:	0.0
+ Earned:	20.6
- Taken:	21.0
End Balance:	3.4

NET PAY DISTRIBUTION	
Advice #00000003778388	479.78
Total:	479.78

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO 80202
 303/595-4000

Date
 12/19/2014

Advice No.
 3778388

Deposit Amount: 5479.78

To The
 Account(s) Of
TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		479.78
Total:		479.78

NON-NEGOTIABLE

Chipotle Services, LLC

1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 303/595-4000

Pay Group:	CHA-Hourly Group A	Business Unit:	09011
Pay Begin Date:	12/15/2014	Advice #:	00000003817636
Pay End Date:	12/28/2014	Advice Date:	12/31/2014

Tanika Elaine Turley 926 Georgia Street Apt. A Vallejo, CA 94590	Employee ID:	334618	TAX DATA:	Federal	CA State
	Department:	1460000-Metreon	Marital Status:	Single	S/M-2 inc
	Location:	Metreon	Allowances:	0	0
	Job Title:	Cashier	Addl. Pct.:		
	Pay Rate:	\$12.100000 Hourly	Addl. Amt.:		56.00
	Overtime Rt:	\$18.150000 Hourly			
Dbltime Rt:	\$24.200000 Hourly				
Previous Rt:	\$10.750000 Hourly				

HOURS AND EARNINGS					TAXES			
Description	Rate	Current Hours	Earnings	YTD Hours	Earnings	Description	Current	YTD
Regular Pay	12.100000	76.25	922.63	1,110.89	13,354.19	Fed Withholding	122.36	1,599.50
Overtime @ 1.5	18.150000	5.29	96.01	24.62	444.34	Fed MED/EE	14.77	204.25
Sick			0.00	24.00	288.00	Fed OASDI/EE	63.15	873.36
Health Care W2 Reporting			0.00		577.06	CA Withholding	75.79	1,169.47
						CA OASDI/EE	10.19	140.87
Total:		81.54	1,018.64	1,159.51	14,086.53	Total:	286.26	3,987.45

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Garnishment-Tax Levy	183.09	343.02			
			Hourly Medical	0.00	0.00			
Total:	0.00	0.00	Total:	183.09	343.02	Total:	0.00	0.00

TOTAL GROSS	1,018.64	FED TAXABLE GROSS	1,018.64	TOTAL TAXES	286.26	TOTAL DEDUCTIONS	183.09	NET PAY	549.29
YTD:	14,086.53	YTD:	14,086.53	YTD:	3,987.45	YTD:	343.02	YTD:	9,756.06

SICK HOURS	YTD
Start Balance:	0.0
+ Earned:	23.3
- Taken:	24.0
End Balance:	0.7

NET PAY DISTRIBUTION	
Advice #00000003817636	549.29
Total:	549.29

MESSAGE:

Chipotle Services, LLC
 1401 Wynkoop Street
 Suite 500
 Denver, CO: 80202
 303/595-4000

Date
 12/31/2014

Advice No.
 3817636

Deposit Amount: \$549.29

To The Account(s) Of
 TANIKA ELAINE TURLEY

Location: Metreon

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking		549.29
Total:		549.29

NON-NEGOTIABLE

Chipotle Services, LLC 1401 Wynkoop Street Suite 500 Denver, CO 80202 +1 (303) 595-4000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Tanika Turley	Chipotle Services, LLC	0334618	12/29/2014	01/11/2015	01/16/2015	

	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	752.38	0.00	212.08	0.00	540.30
YTD	752.38	0.00	212.08	0.00	540.30

Earnings						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Regular Hrly	12/29/2014-01/11/2015	61.07	12.1	738.95	738.95	CASDI	46.65	46.65
Overtime	01/05/2015-01/11/2015	0.74	18.15	13.43	13.43	Medicare	10.91	10.91
						Federal Withholding	81.85	81.85
						State Tax - CA	65.90	65.90
						CA SDI - CASDI	6.77	6.77
Earnings							752.38	752.38
						Employee Taxes	212.08	212.08

Taxable Wages		
Description	Amount	YTD
CASDI - Taxable Wages	752.38	752.38
Medicare - Taxable Wages	752.38	752.38
Federal Withholding - Taxable Wages	752.38	752.38

Marital Status	Federal		State	Sick Accrual			
	Single	Single or Married (with two or more incomes)		Description	Accrued	Reduced	Available
Allowances	0		0	Bi-Weekly Sick Plan	2.06	0	2.06
Additional Withholding	0		56				

Payment Information				
Bank	Account Name	Account Number	USD Amount	Payment Amount
Bank Account	Bank Account		540.30	USD

Chipotle Services, LLC 1401 Wynkoop Street, Suite 500, Denver, CO 80202 +1 (303) 595-4000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Tanika Turley	Chipotle Services, LLC	0334516	01/12/2015	01/25/2015	01/17/2015	3700943

	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	174.18	0.00	81.63	0.00	92.55
YTD	926.56	0.00	293.71	0.00	632.85

Earnings						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Regular Hrly	01/12/2015-01/16/2015	12.38	12.1	149.80	888.75	OASDI	10.80	57.45
Overtime	01/12/2015-01/16/2015	0.55	16.15	8.98	23.41	Medicare	2.53	13.44
Vac PayOut	01/12/2015-01/16/2015	1.19	12.1	14.40	14.40	Federal Withholding	10.73	92.58
						State Tax - CA	56.00	121.90
						CA SDI + CASDI	1.57	8.34
Earnings							174.18	926.56
						Employee Taxes	81.63	293.71

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	174.18	926.56
Medicare - Taxable Wages	174.18	926.56
Federal Withholding - Taxable Wages	174.18	926.56

Marital Status	Federal		State	Sick Accrual			
	Single	Single or Married (with two or more incomes)		Description	Accrued	Reduced	Available
Allowances	0	0	0	Bi-Weekly Sick Plan	0	0	-5.94
Additional Withholding	0	0	56				

Payment Information					
Bank	Account Name	Account Number	USD Amount	Payment Amount	
(Check)				92.55	USD

Chipotle Services, LLC - 1401 Wynkoop Street, Suite 500, Denver, CO 80202 - *1 (303) 595-4000

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Tanika Turley	Chipotle Services, LLC	0334618	01/26/2015	02/08/2015	02/03/2015	

	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	52.40	0.00	52.40	0.00	0.00
YTD	978.96	0.00	346.11	0.00	632.85

Earnings						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Regular Hry	01/26/2015-02/08/2015	4.33	12.1	52.40	941.15	OASDI	3.25	60.70
Overtime					23.41	Medicare	0.75	14.19
Vac PayOut					14.40	Federal Withholding	0.00	92.58
						State Tax - CA	47.93	169.83
						CA SDI - CASDI	0.47	8.81
Earnings						Employee Taxes		
				52.40	978.96			346.11

Taxable Wages			
Description	Amount	YTD	
OASDI - Taxable Wages	52.40	978.96	
Medicare - Taxable Wages	52.40	978.96	
Federal Withholding - Taxable Wages	52.40	978.96	

Marital Status	Federal	State
Single	Single or Married (with two or more incomes)	
Allowances	0	0
Additional Withholding	0	56

Payment Information			
Bank	Account Name	Account Number	USD Amount
(Check)			0.00 USD

EXHIBIT 2

MESSNER REEVES LLP

DENVER | LAS VEGAS | LOS ANGELES | NEW YORK

DANIELLE T. FELDER
dfelder@messner.com

DIRECT DIAL
(303) 405-0493

April 3, 2015

VIA FEDEX

Harris & Ruble
4771 Cromwell Ave
Los Angeles, CA 90027
Attn: Alan Harris

**RE: Tanika Turley/ Chipotle Mexican Grill, Inc.
Employment Records Request**

Dear Mr. Harris,

This law firm represents Chipotle Mexican Grill, Inc.'s ("Chipotle") Custodian of Records with regards to the request for records you have issued for Tanika Turley. Please find attached copies of the requested information. The enclosed documents are courtesy copies that do not need to be returned.

All medical records for Chipotle employees are retained by ESIS, and must be obtained through them. ESIS accepts all written correspondence at the following address:

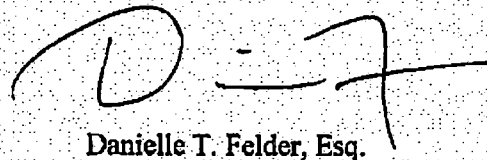
ESIS West WC Claims
P.O. Box 6569
Scranton, PA 18505-6569

ESIS requests that you include the claim number on each document. This will help speed up processing.

Should you have any concerns or questions, please do not hesitate to contact me.

Very truly yours,

MESSNER REEVES LLP



Danielle T. Felder, Esq.

DTF/gt

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

4771 CROMWELL AVE.
LOS ANGELES, CA 90027
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN**
DAVID GARRETT**
REBECCA LEE**
CHRISTINA PEACOCK***

*ADMITTED IN ILLINOIS ONLY
**ADMITTED IN CALIFORNIA ONLY
***ADMITTED IN SWEDEN ONLY

March 9, 2015

Chipotle Mexican Grill, Inc.
c/o Registered Agent for Service of Process
National Registered Agents, Inc.
818 W. Seventh St.
Los Angeles CA 90017

Re: Tanika Turley

We represent Tanika Turley. This letter constitutes her demand, pursuant to section 1198.5 of the California Labor Code, for her personnel file, including without limitation her Sign-In Sheets and Group Timecards, as well as any other documents Chipotle Mexican Grill Inc., maintains regarding her performance or any grievance concerning the employee.

Very truly yours,


Alan Harris

cc: Chipotle Mexican Grill, Inc., 1401 Wynkoop Street, Suite 500, Denver CO 80202

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94541
TELEPHONE: 415.388.8788
FAX: 415.388.8770

TANIKA ELAINE TURLEY

VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED

March 5, 2015

Chipotle Services, LLC
Attn: Human Resources and/or Legal Department
1401 Wynkoop Street, Suite 500
Denver, CO 80202

Re: My Employment at Chipotle Services, LLC

Dear Human Resources and/or Counsel:

Pursuant to Section 226 of the California Labor Code and the applicable regulation, as adopted by the Industrial Welfare Commission, I am requesting that Chipotle Services, LLC promptly furnish to me my complete employee record, including, but not limited to: "(1) The itemized statements referred to in Section 226 (a); (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and (7) time records showing when the employee begins and ends each work period [including] [meal periods, split shift intervals and total daily hours worked." I am requesting these documents from the beginning of my employment to the present. This request includes, but is not limited to, copies of my entire employment file, including but not limited to any documents I signed during the course of my employment, as well as all paystubs, timecard reports which include all time punched in and punched out, my weekly schedules, any employee reviews or disciplinary write-ups, and any employee handbook(s). In addition, to the extent that any changes were made to my timecards (i.e., the time I punched in and out), please provide records of the original time data as well as the changes that were made.

Please send all responsive documents and have all further communications with my attorney: David S. Harris, North Bay Law Group, 116 E. Blithedale Avenue, Suite 2, Mill Valley, CA 94941; telephone number: (415) 388-8788; fax number: (415) 388-8770. Please provide the requested documents within 30 days of this written request. Please give this request your prompt attention and response. I invite your attention to the provisions of the statute providing for certain penalties in the event of failure to honor requests such as this.

Truly yours,

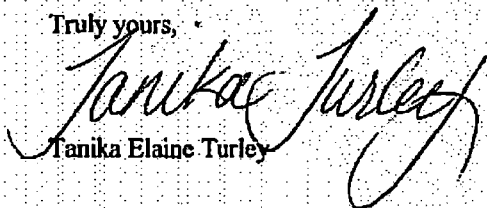

Tanika Elaine Turley

EXHIBIT 3

tanika turley

View Event Terminate: Tanika Turley (Terminated)

For Tanika Turley (Terminated)
Overall Process Terminate: Tanika Turley (Terminated)
Overall Status Successfully Completed
Due Date 01/16/2015

Details

Process

Employee Tanika Turley
Position P0334618 Cashier
Termination Date 01/16/2015
Reason Termination > a - Unacceptable Work Performance
Close Position

Additional Information

Secondary Reasons (empty)
Last Day of Work 01/15/2015
Pay Through Date 01/18/2015
Resignation Date (empty)
Notify By 01/16/2015
Recommended Minimum Notification Date 01/16/2015
Regrettable

EXHIBIT 4



4:36 PM

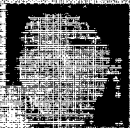


Alma



01/17/2015 Sat

Hey alma, do I have to wait til the next Friday Chipotle gets paid to pick up my last check?



3:29 PM

01/18/2015 Sun



Hey tanik sorry I missed your calls yesterday I was moving

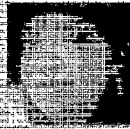
2:09 PM



You don't have to wait till Friday to get your check we will probably have it by tomorrow I'll text you n let you know k

2:10 PM

Ok. Thank you



2:12 PM

Enter message



EXHIBIT 5

Shift Detail For: Tanika Turley

Date Of Business	Store Id	Store Name	Employee Number	In Hour	In Minute	Out Hour	Out Minute	Total Minutes	Total Hours	Rate	Pay Edited By
12/31/2014	1460	Metreon - 1460	334618	10	45	16	16	331.2	5.52	\$12.10	\$66.79
12/30/2014	1460	Metreon - 1460	334618	15	29	23	23	474	7.9	\$12.10	\$95.59
12/29/2014	1460	Metreon - 1460	334618	15	31	23	10	459	7.65	\$12.10	\$92.57
12/28/2014	1460	Metreon - 1460	334618	8	4	13	25	321	5.35	\$12.10	\$64.74
12/27/2014	1460	Metreon - 1460	334618	7	59	16	4	484.8	8.08	\$12.10	\$98.25
12/24/2014	1460	Metreon - 1460	334618	9	15	16	11	415.8	6.93	\$12.10	\$83.85
12/23/2014	1460	Metreon - 1460	334618	8	0	16	4	484.2	8.07	\$12.10	\$98.07
12/22/2014	1460	Metreon - 1460	334618	11	45	19	43	478.2	7.97	\$12.10	\$96.44
12/21/2014	1460	Metreon - 1460	334618	8	1	16	17	495.2	8.27	\$12.10	\$111.63
12/20/2014	1460	Metreon - 1460	334618	8	0	16	14	493.8	8.23	\$12.10	\$100.97
12/19/2014	1460	Metreon - 1460	334618	17	45	23	3	318	5.3	\$12.10	\$64.13
12/17/2014	1460	Metreon - 1460	334618	8	15	19	15	560	11	\$12.10	\$151.25
12/16/2014	1460	Metreon - 1460	334618	8	1	15	32	451.2	7.52	\$12.10	\$90.99
12/15/2014	1460	Metreon - 1460	334618	11	45	16	34	289.2	4.82	\$12.10	\$58.32
12/14/2014	1460	Metreon - 1460	334618	11	14	19	4	469.8	7.83	\$12.10	\$94.74
12/13/2014	1460	Metreon - 1460	334618	11	13	19	10	477	7.95	\$12.10	\$96.20
12/10/2014	1460	Metreon - 1460	334618	10	45	15	48	303	5.05	\$12.10	\$61.11
12/09/2014	1460	Metreon - 1460	334618	8	0	16	44	523.8	8.73	\$12.10	\$110.05
12/08/2014	1460	Metreon - 1460	334618	10	55	19	26	510.6	8.51	\$12.10	\$106.06
12/07/2014	1460	Metreon - 1460	334618	11	45	16	13	268.2	4.47	\$12.10	\$54.09
12/05/2014	1460	Metreon - 1460	334618	10	44	19	7	502.8	8.38	\$12.10	\$103.70
12/04/2014	1460	Metreon - 1460	334618	10	44	15	58	313.8	5.23	\$12.10	\$63.28
12/03/2014	1460	Metreon - 1460	334618	10	49	16	51	361.8	6.03	\$12.10	\$72.96
12/02/2014	1460	Metreon - 1460	334618	10	0	15	43	343.2	5.72	\$12.10	\$69.21
12/01/2014	1460	Metreon - 1460	334618	10	0	14	50	289.8	4.83	\$12.10	\$58.44
11/30/2014	1460	Metreon - 1460	334618	11	15	19	20	484.8	8.08	\$12.10	\$98.25
11/29/2014	1460	Metreon - 1460	334618	17	45	22	55	310.2	5.17	\$12.10	\$62.56
11/18/2014	1460	Metreon - 1460	334618	8	2	16	20	498	8.3	\$12.10	\$102.25
11/17/2014	1460	Metreon - 1460	334618	8	1	15	51	469.8	7.83	\$12.10	\$94.74
11/14/2014	1460	Metreon - 1460	334618	7	58	13	0	301.8	5.03	\$12.10	\$60.86
11/13/2014	1460	Metreon - 1460	334618	8	0	15	32	451.8	7.53	\$12.10	\$91.11
11/12/2014	1460	Metreon - 1460	334618	8	12	10	2	109.8	1.83	\$12.10	\$22.14
11/10/2014	1460	Metreon - 1460	334618	7	59	15	49	469.8	7.83	\$12.10	\$94.74
11/07/2014	1460	Metreon - 1460	334618	7	58	13	8	310.2	5.17	\$12.10	\$62.56
11/06/2014	1460	Metreon - 1460	334618	8	15	13	44	328.8	5.48	\$12.10	\$66.31
11/05/2014	1460	Metreon - 1460	334618	7	56	16	13	497.4	8.29	\$12.10	\$102.06
11/04/2014	1460	Metreon - 1460	334618	7	58	15	45	466.8	7.78	\$12.10	\$94.14
11/03/2014	1460	Metreon - 1460	334618	8	0	16	15	495	8.25	\$12.10	\$101.34
11/01/2014	1460	Metreon - 1460	334618	8	0	16	2	482.4	8.04	\$12.00	\$96.72
10/31/2014	1460	Metreon - 1460	334618	8	0	17	41	580.8	9.68	\$12.00	\$126.24
10/29/2014	1460	Metreon - 1460	334618	6	14	13	15	301.2	5.02	\$12.00	\$60.24
10/28/2014	1460	Metreon - 1460	334618	8	0	15	9	489	8.15	\$12.00	\$98.70
10/27/2014	1460	Metreon - 1460	334618	7	59	15	55	475.8	7.93	\$12.00	\$95.16
10/25/2014	1460	Metreon - 1460	334618	15	30	23	49	499.2	8.32	\$12.00	\$101.76
10/24/2014	1460	Metreon - 1460	334618	8	0	16	18	498	8.3	\$12.00	\$101.40
10/22/2014	1460	Metreon - 1460	334618	8	14	13	10	295.8	4.93	\$12.00	\$59.16

Shift Detail For: Tanika Turley

10/21/2014	1460 Metreon - 1460	334618	8	0	16	22	502.2	8.37	\$12.00	\$102.66
10/20/2014	1460 Metreon - 1460	334618	7	59	15	52	472.8	7.88	\$12.00	\$94.56
10/17/2014	1460 Metreon - 1460	334618	15	26	23	24	478.2	7.97	\$12.00	\$95.64
10/16/2014	1460 Metreon - 1460	334618	15	30	23	29	478.8	7.99	\$12.00	\$95.76
10/15/2014	1460 Metreon - 1460	334618	15	26	0	20	534	8.9	\$12.00	\$112.20
10/14/2014	1460 Metreon - 1460	334618	8	14	14	15	361.2	6.02	\$12.00	\$72.24
10/13/2014	1460 Metreon - 1460	334618	8	15	13	32	316.8	5.28	\$12.00	\$63.36
10/10/2014	1460 Metreon - 1460	334618	17	45	22	30	285	4.75	\$12.00	\$57.00
10/09/2014	1460 Metreon - 1460	334618	17	45	23	14	328.8	5.48	\$12.00	\$65.76
10/08/2014	1460 Metreon - 1460	334618	8	15	13	21	306	5.1	\$12.00	\$61.20
10/07/2014	1460 Metreon - 1460	334618	17	45	23	22	337.2	5.62	\$12.00	\$67.44
10/03/2014	1460 Metreon - 1460	334618	15	30	19	11	220.8	3.68	\$12.00	\$44.16
10/02/2014	1460 Metreon - 1460	334618	15	32	23	0	448.2	7.47	\$12.00	\$89.54
10/01/2014	1460 Metreon - 1460	334618	9	15	14	9	294	4.9	\$12.00	\$58.80
09/30/2014	1460 Metreon - 1460	334618	15	30	22	43	433.2	7.22	\$12.00	\$86.64
09/29/2014	1460 Metreon - 1460	334618	15	32	23	4	451.8	7.53	\$12.00	\$90.36
09/26/2014	1460 Metreon - 1460	334618	15	30	20	38	307.8	5.13	\$12.00	\$61.56
09/25/2014	1460 Metreon - 1460	334618	15	19	23	27	488.4	8.14	\$12.00	\$98.52
09/24/2014	1460 Metreon - 1460	334618	9	15	14	14	298.8	4.98	\$12.00	\$59.76
09/23/2014	1460 Metreon - 1460	334618	15	31	23	30	478.8	7.98	\$12.00	\$95.76
09/20/2014	1460 Metreon - 1460	334618	15	32	23	29	477	7.95	\$12.00	\$95.40
09/19/2014	1460 Metreon - 1460	334618	15	30	23	3	453	7.55	\$12.00	\$90.60
09/17/2014	1460 Metreon - 1460	334618	15	30	23	56	505.8	8.43	\$12.00	\$103.74
09/16/2014	1460 Metreon - 1460	334618	9	15	13	41	265.8	4.43	\$12.00	\$53.16
09/12/2014	1460 Metreon - 1460	334618	15	30	23	7	457.2	7.62	\$12.00	\$91.44
09/11/2014	1460 Metreon - 1460	334618	15	30	22	47	436.8	7.28	\$12.00	\$87.36
09/10/2014	1460 Metreon - 1460	334618	15	30	23	21	471	7.85	\$12.00	\$94.20
09/09/2014	1460 Metreon - 1460	334618	15	31	23	0	448.8	7.48	\$12.00	\$89.76
09/08/2014	1460 Metreon - 1460	334618	15	30	23	29	476.8	7.98	\$12.00	\$95.76
09/06/2014	1460 Metreon - 1460	334618	15	9	19	52	283.2	4.72	\$12.00	\$56.64
09/03/2014	1460 Metreon - 1460	334618	15	27	23	25	478.2	7.97	\$12.00	\$95.64
08/30/2014	1460 Metreon - 1460	334618	15	30	23	51	501	8.35	\$12.00	\$123.90
08/29/2014	1460 Metreon - 1460	334618	15	30	23	16	466.2	7.77	\$12.00	\$93.24
08/26/2014	1460 Metreon - 1460	334618	15	30	23	2	451.8	7.53	\$12.00	\$90.36
08/27/2014	1460 Metreon - 1460	334618	10	45	15	30	285	4.75	\$12.00	\$57.00
08/25/2014	1460 Metreon - 1460	334618	15	30	23	6	456	7.6	\$12.00	\$91.20
08/25/2014	1460 Metreon - 1460	334618	15	30	23	27	477	7.95	\$12.00	\$95.40
08/22/2014	1460 Metreon - 1460	334618	15	30	18	56	205.8	3.43	\$12.00	\$41.16
08/21/2014	1460 Metreon - 1460	334618	15	30	19	15	225	3.75	\$12.00	\$45.00
08/20/2014	1460 Metreon - 1460	334618	15	31	23	0	448.8	7.48	\$12.00	\$89.76
08/19/2014	1460 Metreon - 1460	334618	15	30	23	14	463.8	7.73	\$12.00	\$92.76
08/18/2014	1460 Metreon - 1460	334618	15	31	22	41	430.2	7.17	\$12.00	\$86.04
08/17/2014	1460 Metreon - 1460	334618	15	4	23	20	436.2	7.27	\$12.00	\$118.14
08/15/2014	1460 Metreon - 1460	334618	15	30	23	45	495	8.25	\$12.00	\$100.50
08/14/2014	1460 Metreon - 1460	334618	15	30	23	5	454.8	7.58	\$12.00	\$90.96
08/13/2014	1460 Metreon - 1460	334618	15	31	23	5	454.2	7.57	\$12.00	\$90.84
08/12/2014	1460 Metreon - 1460	334618	15	30	23	21	471	7.85	\$12.00	\$94.20

Shift Detail For: Tanika Turley

08/11/2014	1460 Metreon - 1460	334618	15	30	22	23	412.8	6.88	\$12.00	\$82.56
08/09/2014	1460 Metreon - 1460	334618	15	28	23	28	480	8	\$12.00	\$96.00
08/07/2014	1460 Metreon - 1460	334618	15	30	23	4	454.2	7.57	\$12.00	\$90.84
08/06/2014	1460 Metreon - 1460	334618	15	33	23	5	451.8	7.53	\$12.00	\$90.36
08/04/2014	1460 Metreon - 1460	334618	15	30	23	24	474	7.9	\$12.00	\$94.80
08/02/2014	1460 Metreon - 1460	334618	15	30	23	2	451.8	7.53	\$12.00	\$90.36
07/31/2014	1460 Metreon - 1460	334618	15	32	20	16	283.8	4.73	\$12.00	\$56.76
07/30/2014	1460 Metreon - 1460	334618	15	30	23	22	472.2	7.87	\$12.00	\$94.44
07/29/2014	1460 Metreon - 1460	334618	15	30	23	28	478.2	7.97	\$12.00	\$95.64
07/28/2014	1460 Metreon - 1460	334618	15	30	23	10	460.2	7.67	\$12.00	\$92.04
07/26/2014	1460 Metreon - 1460	334618	15	30	21	15	345	5.75	\$12.00	\$69.00
07/24/2014	1460 Metreon - 1460	334618	15	30	23	6	456	7.6	\$12.00	\$91.20
07/23/2014	1460 Metreon - 1460	334618	15	30	23	6	456	7.6	\$12.00	\$91.20
07/22/2014	1460 Metreon - 1460	334618	15	32	23	5	453	7.55	\$12.00	\$90.60
07/21/2014	1460 Metreon - 1460	334618	17	48	22	9	261	4.35	\$12.00	\$52.20
07/19/2014	1460 Metreon - 1460	334618	15	30	22	8	397.8	6.63	\$12.00	\$79.56
07/18/2014	1460 Metreon - 1460	334618	15	30	23	7	457.2	7.62	\$12.00	\$91.44
07/17/2014	1460 Metreon - 1460	334618	15	30	23	8	457.8	7.63	\$12.00	\$91.56
07/16/2014	1460 Metreon - 1460	334618	15	30	23	31	481.2	8.02	\$12.00	\$96.36
07/15/2014	1460 Metreon - 1460	334618	15	30	23	4	454.2	7.57	\$12.00	\$90.84
07/12/2014	1460 Metreon - 1460	334618	15	30	22	34	424.2	7.07	\$12.00	\$84.84
07/11/2014	1460 Metreon - 1460	334618	15	30	23	23	472.8	7.88	\$12.00	\$94.56
07/10/2014	1460 Metreon - 1460	334618	15	30	23	22	472.2	7.87	\$12.00	\$94.44
07/09/2014	1460 Metreon - 1460	334618	15	31	23	21	469.8	7.83	\$12.00	\$93.96
07/08/2014	1460 Metreon - 1460	334618	15	30	23	7	457.2	7.62	\$12.00	\$91.44
07/05/2014	1460 Metreon - 1460	334618	16	0	22	8	367.8	6.13	\$12.00	\$73.56
07/03/2014	1460 Metreon - 1460	334618	15	30	22	55	445.2	7.42	\$12.00	\$89.04
07/01/2014	1460 Metreon - 1460	334618	15	30	23	35	484.8	8.08	\$12.00	\$97.44
06/30/2014	1460 Metreon - 1460	334618	17	45	22	38	292.8	4.88	\$12.00	\$58.56
06/28/2014	1460 Metreon - 1460	334618	15	31	23	42	490.8	8.18	\$12.00	\$99.24
06/27/2014	1460 Metreon - 1460	334618	15	31	23	45	493.8	8.23	\$12.00	\$100.14
06/26/2014	1460 Metreon - 1460	334618	15	31	22	31	420	7	\$12.00	\$84.00
06/25/2014	1460 Metreon - 1460	334618	15	30	23	28	478.2	7.97	\$12.00	\$95.64
06/24/2014	1460 Metreon - 1460	334618	15	30	23	13	463.2	7.72	\$12.00	\$92.64
06/21/2014	1460 Metreon - 1460	334618	15	30	22	1	391.2	6.52	\$12.00	\$78.24
06/20/2014	1460 Metreon - 1460	334618	15	30	23	31	481.2	8.02	\$12.00	\$96.36
06/19/2014	1460 Metreon - 1460	334618	15	30	23	7	457.2	7.62	\$12.00	\$91.44
06/18/2014	1460 Metreon - 1460	334618	15	30	23	23	472.8	7.88	\$12.00	\$94.56
06/17/2014	1460 Metreon - 1460	334618	15	30	23	2	451.8	7.53	\$12.00	\$90.36
06/14/2014	1460 Metreon - 1460	334618	15	30	23	1	451.2	7.52	\$12.00	\$90.24
06/12/2014	1450 Metreon - 1450	334618	15	31	23	39	487.8	8.13	\$12.00	\$98.34
06/11/2014	1450 Metreon - 1450	334618	15	30	23	49	499.2	8.32	\$12.00	\$101.76
06/10/2014	1450 Metreon - 1450	334618	15	30	23	23	472.8	7.88	\$12.00	\$94.56
06/09/2014	1450 Metreon - 1460	334618	15	30	23	1	451.2	7.52	\$12.00	\$90.24
06/08/2014	1450 Metreon - 1450	334618	17	22	22	44	322.2	5.37	\$12.00	\$64.44
06/05/2014	1450 Metreon - 1460	334618	15	21	23	19	478.2	7.97	\$12.00	\$95.64
06/04/2014	1450 Metreon - 1460	334618	15	30	22	59	448.8	7.48	\$12.00	\$89.76

Shift Detail For: Tanika Turley

06/03/2014	1460 Metreon - 1460	334618	15	30	23	25	475.2	7.92	\$12.00	\$95.04
06/02/2014	1460 Metreon - 1460	334618	15	30	23	15	465	7.75	\$12.00	\$93.00
05/31/2014	1460 Metreon - 1460	334618	15	30	23	26	475.8	7.93	\$12.00	\$103.68
05/30/2014	1460 Metreon - 1460	334618	17	15	22	21	306	5.1	\$12.00	\$61.20
05/29/2014	1460 Metreon - 1460	334618	10	45	15	45	300	5	\$12.00	\$60.00
05/28/2014	1460 Metreon - 1460	334618	15	30	23	8	457.8	7.63	\$12.00	\$91.56
05/27/2014	1460 Metreon - 1460	334618	15	30	23	17	466.8	7.78	\$12.00	\$93.36
05/26/2014	1460 Metreon - 1460	334618	15	31	23	30	478.8	7.98	\$12.00	\$95.76
05/24/2014	1460 Metreon - 1460	334618	15	30	23	24	474	7.9	\$12.00	\$94.60
05/22/2014	1460 Metreon - 1460	334618	15	30	23	23	472.8	7.88	\$12.00	\$94.56
05/21/2014	1460 Metreon - 1460	334618	15	26	23	3	457.2	7.62	\$12.00	\$91.44
05/20/2014	1460 Metreon - 1460	334618	15	30	23	41	490.8	8.18	\$12.00	\$99.24
05/19/2014	1460 Metreon - 1460	334618	17	21	23	9	348	5.8	\$12.00	\$69.60
05/18/2014	1460 Metreon - 1460	334618	15	29	23	31	481.8	8.03	\$12.00	\$96.54
05/17/2014	1460 Metreon - 1460	334618	15	30	23	44	493.8	8.23	\$12.00	\$100.14
05/16/2014	1460 Metreon - 1460	334618	15	30	23	46	496.2	8.27	\$12.00	\$100.86
05/15/2014	1460 Metreon - 1460	334618	15	30	23	23	472.8	7.88	\$12.00	\$94.56
05/14/2014	1460 Metreon - 1460	334618	15	30	23	3	453	7.55	\$12.00	\$90.60
05/11/2014	1460 Metreon - 1460	334618	15	28	23	5	457.2	7.62	\$12.00	\$91.44
05/10/2014	1460 Metreon - 1460	334618	15	30	23	6	456	7.6	\$12.00	\$91.20
05/09/2014	1460 Metreon - 1460	334618	15	29	22	56	447	7.45	\$12.00	\$89.40
05/08/2014	1460 Metreon - 1460	334618	15	31	23	0	448.8	7.48	\$12.00	\$89.76
01/15/2015	1460 Metreon - 1460	334618	11	45	16	5	259.8	4.33	\$12.10	\$52.39
01/14/2015	1460 Metreon - 1460	334618	6	20	8	3	103.2	1.72	\$12.10	\$20.81
01/14/2015	1460 Metreon - 1460	334618	16	0	22	50	409.8	6.83	\$12.10	\$85.97
01/12/2015	1460 Metreon - 1460	334618	11	45	16	8	262.8	4.38	\$12.10	\$53.00
01/11/2015	1460 Metreon - 1460	334618	11	45	16	15	270	4.5	\$12.10	\$57.15
01/10/2015	1460 Metreon - 1460	334618	15	30	23	39	489	8.15	\$12.10	\$99.52
01/09/2015	1460 Metreon - 1460	334618	15	30	23	37	487.2	8.12	\$12.10	\$98.96
01/08/2015	1460 Metreon - 1460	334618	15	30	23	31	481.2	8.02	\$12.10	\$97.16
01/07/2015	1460 Metreon - 1460	334618	8	0	15	55	475.2	7.92	\$12.10	\$95.83
01/05/2015	1460 Metreon - 1460	334618	16	0	20	2	241.8	4.03	\$12.10	\$48.76

EXHIBIT 6

NORTH BAY
LAW GROUP

VIA CERTIFIED MAIL

March 27, 2015

David Lanier
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Re: Tanika Turley v. Chipotle Services, LLC
San Francisco County Superior Court Case #CGC-15-544936

Secretary Lanier:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Plaintiff Tanika Turley hereby alleges with respect to her employment with Defendant Chipotle Services, LLC, that Defendant violated provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Order(s). Specifically, Plaintiff alleges that Defendant violated, without limitation, sections 201, 202, 203 and 2698 *et seq.*, of the California Labor Code, Wage Order 5 of the Industrial Welfare Commission, and section 17200 of the California Business & Professions Code. The facts and circumstances concerning the alleged violations are outlined in the Complaint, which is enclosed with this correspondence.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek civil-penalty recovery for the alleged violations of the California Labor Code, Industrial Welfare Commission Wage Order(s) under the Labor Code Private Attorneys General Act and California Business & Professions Code through their private counsel.

Very truly yours,



David S. Harris

Enclosure

CC: (with enclosure) via certified mail to: Chipotle Services, LLC, Attn: Human Resources and/or Legal Department, 1401 Wynkoop Street, Suite 500, Denver, CO 80202

DAVID S. HARRIS, ATTORNEY AT LAW
BRIAN T. FLAHAVAN, OF COUNSEL

EXHIBIT 7

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*David Lanier
CALIF. LABOR &
WORKFORCE DEVELOPMENT
AGENCY
800 Capitol Mall, MIC-55
Sacramento, CA 95814*

2. Article Number
(Transfer from service label)

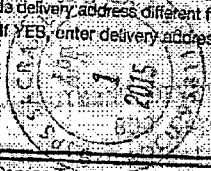
7014 2870 0002 0910 5435

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

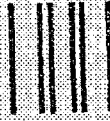
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No



3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchant
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

° Sender: Please print your name, address, and ZIP+4® in this box°

North Bay Law Group
115 E. Blithedale Ave., Suite No. 2
Mill Valley, CA 94941

Furley

Exhibit 8

Review and E-Sign Agreement to Arbitrate

THIS AGREEMENT TO ARBITRATE ("Agreement") is entered into between Chipotle and the undersigned employee ("Employee"). "Chipotle" means Chipotle Mexican Grill, Inc., a Delaware corporation, and its direct and indirect subsidiaries and affiliates.

1. Arbitration Overview. In arbitration, each side in the dispute presents its case, including evidence, to a neutral third party called an "arbitrator," rather than to a judge or jury. The arbitrator generally is either an attorney or a retired judge. The parties are entitled to be represented by their own legal counsel in the arbitration proceeding. After reviewing the evidence and considering the arguments of the parties, the arbitrator makes a final decision to resolve the dispute.

2. Duty to Arbitrate. In consideration of Chipotle's offer of employment to Employee and the at will employment relationship between Chipotle and Employee, Chipotle and Employee hereby agree that any and all Claims (defined below in Section 4) shall be resolved by final and binding arbitration in accordance with this Agreement.

3. Arbitration Rules. By signing this Agreement, the parties agree that any arbitration shall be conducted before one neutral arbitrator selected mutually by the parties and shall be conducted under the Employment Arbitration Rules and Procedures of JAMS ("JAMS Rules"), which you can access from this link. This Agreement shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec. 1, et seq., and all rules, regulations, and judicial opinions enforcing or interpreting the same, as any of the same may be amended from time to time.

4. Claims Subject to Arbitration. As used in this Agreement, "Claims" means any and all disputes, claims, and controversies arising out of or relating to this Agreement, the parties' employment relationship, or the formation, existence, or termination of the parties' employment relationship, including but not limited to all claims for: wrongful termination; breach of any contract or covenant, oral or written, express or implied; breach of any duty owed to Employee by Chipotle or to Chipotle by Employee; personal, physical or emotional injury; fraud, misrepresentation, defamation, and any other tort claims; wages or other compensation due; penalties; benefits; reimbursement of expenses; discrimination or harassment, including but not limited to discrimination or harassment based on race, sex, pregnancy, religion, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, sexual orientation, or genetic information; retaliation; violation of any federal, state or other governmental constitution, statute, ordinance, rule, or regulation (as originally enacted and as amended), including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), Age Discrimination in Employment Act of 1967 ("ADEA"), Americans With Disabilities Act ("ADA"), Fair Labor Standards Act ("FLSA"), Employee Retirement Income Security Act ("ERISA"), Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Family and Medical Leave Act ("FMLA"), and state and local government wage and hour, discrimination, leave, and other laws of every type; unfair business practices; disclosure of confidential information or trade secrets; pirating employees; and employee theft or conversion. As used herein, "Claims" does not mean any dispute the arbitration of which is prohibited by law.

5. Arbitration of Individual Claims Only.

5.1 Class and Collective Action Claims. BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN HIS, HER, OR ITS INDIVIDUAL CAPACITY, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

5.2 Representative Action Claims. THE PARTIES FURTHER AGREE THAT, EXCEPT FOR ACTIONS BASED ON THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS 2698, ET SEQ., NEITHER PARTY MAY BRING, PURSUE, OR ACT AS A PLAINTIFF OR REPRESENTATIVE IN ANY PURPORTED REPRESENTATIVE PROCEEDING OR ACTION, INCLUDING ANY CLAIMS UNDER ANY FEDERAL, STATE, OR LOCAL LAW, OR OTHERWISE PARTICIPATE IN ANY SUCH REPRESENTATIVE PROCEEDING OR ACTION OTHER THAN ON AN INDIVIDUAL BASIS.

6. Starting Arbitration and Costs. Either party may initiate arbitration by delivering a written request to arbitrate to the other party listing the Claim(s) to be arbitrated. Requests to Chipotle shall be delivered to Chipotle Mexican Grill, Inc., 1401 Wynkoop Street, Suite 500, Denver, CO 80202, Attn: Tim Spong, Executive Director of Safety, Security, and Risk, with a copy to Messner Reeves LLP, 1430 Wynkoop Street, Suite 300, Denver, CO 80202, Attn: Bryant S. "Corky" Messner. Requests to Employee shall be delivered to the last home address provided by the Employee to Chipotle in writing. The arbitration shall take place in the county where Employee last was employed by Chipotle.

7. Cost of Arbitration. Employee shall not be required to pay any cost or expense of the arbitration that Employee would not be required to pay if the matter had been heard in court.

8. Arbitrator's Authority. The arbitrator shall apply state and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated. The arbitrator shall have the authority to order such discovery by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The arbitrator is authorized to award any remedy or relief that would have been available to the parties, in their individual capacity, had the matter been heard in court. Other than the limitations contained in Section 5 above, nothing in this Agreement shall prohibit or limit the parties from seeking provisional remedies, including, but not limited to, injunctive relief from a court of competent jurisdiction. The arbitrator shall award reasonable attorneys' fees and costs to a party if such award is required by applicable law; if an award of attorneys' fees and costs is not required, the arbitrator shall have authority, subject to applicable law, to award reasonable attorneys' fees and costs in the arbitrator's discretion. No arbitrator shall have the authority to impose any limit on Chipotle's discretion to discipline or discharge any employee, except as otherwise provided by law. This Agreement shall not be construed to deprive a party of a substantive right preserved by law.

9. Written Decision. The decision of the arbitrator shall be in writing and shall provide the reasons for the arbitrator's award, unless the parties otherwise agree in writing. THE ARBITRATOR'S DECISION IS FINAL AND BINDING, WHICH MEANS THERE WILL BE NO TRIAL BY A JUDGE

OR JURY OR APPEAL OF THE ARBITRATOR'S DECISION EXCEPT AS REQUIRED BY APPLICABLE LAW.

10. Entire Agreement. This Agreement is the final, complete, and exclusive agreement between the parties concerning how the parties will resolve disputes and Claims. The terms of this Agreement supersede and control any prior agreements, oral discussions, and oral or written communications among the Parties concerning how the parties will resolve disputes and Claims. The original version of this Agreement is in the English language. Any discrepancy or conflict between the English version and any other language version shall be resolved with reference to and by interpreting the English version.

11. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect, and such invalid provision shall be deemed severable. BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY CLAIM (AS DEFINED ABOVE IN SECTION 4) DECIDED BY A JUDGE OR JURY IN A COURT.

12. At Will Employment Status. Once it begins, Employee's employment with Chipotle will be at will, meaning Employee's employment may be terminated by Chipotle or the Employee without prior notice at any time, without any procedure or formality, and for any reason or for no reason. Nothing herein shall alter, and no arbitrator has authority to alter, the at will nature of Employee's employment.

13. Acknowledgement. EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, THAT EMPLOYEE UNDERSTANDS ITS TERMS, AND THAT EMPLOYEE HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY CHIPOTLE OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.