



FILED
San Francisco County Superior Court

MAR 19 2021

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

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

Plaintiff,

v.

CHIPOTLE SERVICES, LLC; a Colorado
business entity, and DOES 1 through and
including DOE 100,

Defendants.

Case No. CGC-15-544936

CLASS ACTION

ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

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ORDER GRANTING FINAL APPROVAL

The Motion for Final Approval of Class-Action Settlement and Motion for Award of Attorneys came on for hearing before this Court, the Honorable Anne-Christine Massullo presiding, on February 19, 2021 and March 18, 2021. No person appeared to object at either hearing. The Court, having considered the papers submitted in support of the motion and the file in this case and having heard oral argument of the Parties, **HEREBY ORDERS THE FOLLOWING:**

1. The settlement agreement in this case, referred to here as the “Joint Stipulation of Settlement” or “Settlement,” is comprised of two documents, the Stipulation of Class Action Settlement and Settlement Agreement attached as Exhibit 1 to the Declaration of Alan Harris filed on September 4, 2020 and the Stipulated Addendum to the Stipulation of Class Action Settlement attached as Exhibit 1 to the Supplemental Declaration of Alan Harris filed on September 30, 2020. Capitalized terms in this Order shall have the definitions set forth in the Joint Stipulation of Settlement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all members of the Settlement Class.

3. The Court previously approved the Class Notice as to form and content. The Court finds that the Class Notice fairly and adequately apprised Settlement Class Members of their rights under the Settlement. The Court determines that the Parties substantially complied with the distribution of the Class Notice to the Settlement Class in the manner and form set forth in the Preliminary Approval Order, and that the Class Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled to such notice. Notice to the Settlement Class was adequate.

4. No Settlement Class Members objected to the settlement.

5. Five Class Members timely and validly requested exclusion from the settlement. Each of those individuals shall be named in the Judgment as having opted out of the settlement, shall receive no funds under the settlement or this order, and are not bound by the settlement, this order, or the Judgment.

1 6. The Court hereby finally certifies the Settlement Class, pursuant to the terms and
2 conditions of the Settlement Agreement and solely for the purposes set forth therein, as an opt-out class
3 under California Code of Civil Procedure section 382, which is defined as follows:

4 The settlement “Class” shall consist of any current or former employee of
5 Chipotle who was hired before August 1, 2014 and who worked in
6 California at any time between October 1, 2014 and August 1, 2020
7 (“Class Period”). Each person in the class is a “Class Member,” and all
8 such persons are referred to as the “Class.”

9 Excluded from the Class are any California employees that are members
10 of the collective action in the currently pending Turner v. Chipotle
11 Mexican Grill, Inc., Case No. 1:14-cv-02612-JLK-CBS or who have filed
12 individual arbitrations related to that action, as well as any other person
13 who has a pending arbitration or lawsuit against Defendant as of August 1,
14 2020.

15 7. For settlement purposes only, the Court finds that Plaintiff Tanika Turley is an adequate
16 representative of the Settlement Class and appoints her as such.

17 8. For settlement purposes only, the Court finds that Alan Harris and David Garrett of
18 Harris & Ruble and David Harris of North Bay Law Group have adequately represented the Class and
19 are appointed as Class Counsel solely for the purposes set forth in the Joint Stipulation of Settlement.

20 9. For settlement purposes only, the proposed Settlement Class meets the requirements for
21 certification under Code of Civil Procedure section 382. Specifically, for settlement purposes: (1) the
22 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions
23 of law or fact; (3) Turley’s claims are typical of the claims of the members of the proposed Settlement
24 Class; (4) Turley has fairly and adequately protected the interests of the Settlement Class Members; (5)
25 Class Counsel is qualified to serve as counsel for Turley and the Settlement Class; and (6) a class action
26 is superior to other methods to efficiently adjudicate this controversy through settlement.

27 10. The Court grants final approval of the settlement. The terms of the Joint Stipulation of
28 Settlement are fair, reasonable, and adequate. Turley has satisfied the requirements for final approval of
the class action settlement.

 11. Each member of the Settlement Class who did not timely and validly request exclusion is
subject to the following release, as set forth in the Joint Stipulation of Settlement:

 Once the settlement is finalized, all Class Members who have not
submitted timely and valid Exclusion Letters will release and discharge
Defendant, their past or present officers, directors, shareholders,

1 employees, agents, principals, heirs, representatives, accountants, auditors,
2 consultants, insurers and reinsurers, and their respective successors and
3 predecessors in interest, subsidiaries, affiliates, parents and attorneys (the
4 "Released Parties") from all claims, demands, rights, liabilities and causes
5 of action that were or could have been asserted (whether in tort, contract
6 or otherwise) for violation of the California Labor Code, the California
7 Business and Professions Code, the applicable Industrial Welfare
8 Commission Orders or any similar state or federal law, whether for
9 economic damages, non-economic damages, liquidated damages, punitive
10 damages, restitution, penalties, other monies, or other relief based on any
11 facts, transactions, events, policies, occurrences, acts, disclosures,
12 statements, omissions or failures to act pled or arising out of or reasonably
13 related to the facts, transactions, and occurrences pled in the Complaint,
14 the First Amended Complaint, Second Amended Complaint, or Third
15 Amended Complaint which are or could be the basis of claims for: (1)
16 unpaid wages; (2) unpaid minimum wages; (3) unpaid or underpaid
17 overtime wages; (4) failure to provide meal periods and claims regarding
18 meal period premium pay; (5) failure to provide rest periods and claims
19 regarding rest period premium pay; (6) failure to reimburse expenses; (7)
20 failure to provide accurate wage statements; (8) failure to timely pay
21 wages upon termination and during employment; (9) claims for unfair
22 competition arising from the facts alleged in the operative complaints; and
23 (10) related claims for penalties pursuant to the Labor Code Private
24 Attorneys General Act of 2004 ("PAGA [sic]) for California Labor Code
25 sections 201, 202, and 203 (collectively, the "Released Claims"). The
26 release will exclude claims for vested benefits, wrongful termination
27 (apart from that of Plaintiff Turley and any other named Plaintiff who will
28 execute general releases of claims under Civil Code section 1542),
unemployment insurance, disability, workers' compensation, and claims
outside of the Class Period.

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

12. Payment to Class Counsel in the full amounts requested, \$583,725 for attorneys' fees and
\$25,000 for litigation costs, are approved. The Court finds that these awards are fair and reasonable in
all the circumstances. With respect to the fee award, the Court given particular consideration to the fee
request as a percentage of the common fund, Class Counsel's claimed lodestar, the work performed in
this case as reflected by Class Counsel's billing records and the file in this action, the fee award of
approximately \$544,445 that was granted to Class Counsel in *Porrás* action, the extent to which this

1 litigation was successful, the duration of this litigation, the difficulty of the issues presented by this
2 litigation, and the contingency risk undertaken by Class Counsel in prosecuting this action on behalf of a
3 class. The Court finds the \$1.6 million lodestar claimed in this case too high considering the billing
4 rates charged in comparison to the work performed by the respective billers and the limited degree of
5 success on the contested class certification motion, in particular.¹ The Court also finds that the fee
6 awarded in *Porras* was based on hours that were worked in this action and that are included in the
7 lodestar in this action. Plaintiff has elected not to make a clear record of the extent of the overlap,
8 accordingly, the Court infers for the sake of argument that the entire *Porras* award is for work
9 performed in this case. That said, the Court is persuaded that any reasonable permutation of the
10 lodestar-multiplier analysis would render a result that supports the requested fee. Even reducing the
11 lodestar to the greatest extent that is reasonable by reducing the blended hourly rate, reducing the
12 number of hours reasonably worked, and/or applying a downward multiplier, followed by a reduction of
13 the entire *Porras* fee from the lodestar, would not justify a reduction in the fee award here to an amount
14 below the fee request. In so finding, the Court is mindful that there are also reasons that the lodestar
15 should be adjusted upward – the contingency risk, the inability to take on other employment, and the
16 duration of this litigation. The Court also finds that the request is within the reasonable range as a
17 percentage of the common fund.

18 13. The Court approves a class representative enhancement award of \$2,500, the full amount
19 requested, to Turley. The Court finds the award fair and reasonable in all the circumstances.

20 14. The Court approves a payment of \$50,000 to California’s Labor and Workforce
21 Development Agency (“LWDA”) to pay all applicable penalties under California Labor Code’s Private
22 Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2699, 2699.3, and 2699.5.

23
24 ¹ Multiplying the claimed hourly rates by the hours actually worked in this case, as supported by
25 billing records that are credible with only very limited exceptions, yields a base lodestar that is close to
26 the amount claimed. The billing rates are not unreasonable when measured against the experience of
27 counsel, but are too high when measured against the difficulty of the work performed accounting for the
28 division of labor and the degree of success. The hours worked are broadly reasonable relative to the
work product that was generated, but unnecessary work was generated by, in particular, efforts to secure
approval of a settlement that the Court ruled was unfair. The Court has considered both the extent to
which the hourly rates were commensurate with the work performed and the extent to which the work
that was in fact performed was reasonably performed in concluding that the base lodestar claimed in this
case is too high.

1 15. The Court hereby approves a payment of \$49,500 to Phoenix Class Action
2 Administration for services as claims administrator.

3 16. After deduction of all of the above approved costs and fees from the \$1,750,000 total
4 gross settlement, the amount of \$1,039,275 will be payable to all Settlement Class Members if all
5 Settlement Class Members are paid the amount to which they are entitled pursuant to the Judgment.

6 17. The Court directs the Parties to effectuate the Settlement according to the terms of the
7 Joint Stipulation of Settlement, including payment to Settlement Class Members in accordance with the
8 terms of the Joint Stipulation of Settlement, and this Order.

9 18. Any uncashed checks or other cash residue from the Settlement (the "Residue") shall be
10 distributed in accordance with the Joint Stipulation, subject to Code of Civil Procedure section 384.
11 Public Counsel is approved as the cy pres beneficiary. Class Counsel shall file a report by December 31,
12 2021, summarizing all distributions made to the class members, supported by a declaration. Code Civ.
13 Proc., § 384, subd. (b). The report shall be in the form of a declaration from the settlement
14 administrator or other declarant with personal knowledge of the facts, and shall describe: (i) the date the
15 checks were mailed; (ii) the total number of checks mailed to class members; (iii) the average amount of
16 those checks; (iv) the number of checks that remain uncashed; (v) the total value of those uncashed
17 checks; and (vi) the average amount of the uncashed checks. A hearing regarding the status of the
18 settlement distribution is set for January 7, 2022 at 9:15 a.m. No funds may be disbursed to Public
19 Counsel until after the report has been filed and a further order and/or amended judgment authorizing
20 the disbursement has issued.

21 19. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
22 in the Joint Stipulation of Settlement, this order, or the Judgment.

23 20. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the finality of
24 the Judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the Judgment.
25 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court
26 and without affecting the finality of the Judgment, the Court reserves exclusive and continuing
27 jurisdiction over this Action and all Parties for the purposes of supervising:
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- 1 (a) the implementation, enforcement, construction, and interpretation of the Joint Stipulation,
2 the Order Granting Preliminary Approval of Class Action Settlement, the plan of allocation, the
3 Order Granting Final Approval of Class Action Settlement, and the Judgment;
4 (b) distribution of amounts paid under the Settlement; and
5 (c) final declaration regarding total amount actually paid to the class members.

6 21. Notice of Entry of Judgment stating that “[o]n [date of entry of Judgment], 2021, the
7 Court entered Judgment in this Class Action Settlement. The Court’s Judgment Re Class Action
8 Settlement is attached.” shall be effectuated by: (a) serving it on the Settlement Class through service
9 upon Class Counsel and Defendant’s counsel by Class Counsel; and (b) posting it on the settlement
10 website maintained by the Claims Administrator for a period of not less than 60 days from the date the
11 Judgment is entered. Cal. Rules of Court, rule 3.771(b)).

12 22. The individual claims of Plaintiff Christopher Thompson are dismissed with prejudice
13 pursuant to his individual settlement.

14 23. The claims of any other members of the class certified in connection with the contested
15 class certification proceedings, including through the November 2, 2018 Order who are not in the
16 Settlement Class are dismissed without prejudice. With the exception of Josh Barber, an individual who
17 is not included in the Settlement Class but sought leave to intervene in this action, notice of the
18 pendency of this case as a certified class action has not been given to class members who are not in the
19 Settlement Class. Accordingly, dismissal of any such individuals claims without prejudice will not
20 prejudice them such that notice is not required. Nevertheless, this order shall be posted on the website
21 maintained by the Claims Administrator for a period of not less than 60 days from the date this order is
22 entered to effectuate notice to any members of any putative or certified class in this action who were not
23 included in the Settlement Class.

24 24. In granting the motion for final approval, the Court has considered the arguments raised
25 by Barber in his putative objection and overrules the putative objection for the reasons set forth in
26 Exhibit A to the February 19, 2021 Order, including the Court’s finding that Barber does not have
27 standing to object and the Court’s discussion of the substantive grounds for Barber’s putative objection.
28 Turley’s supplemental filing adequately addressed the issues raised by the Court in its February 19, 2021


1 Order, including Exhibit A thereto.

2 **IT IS SO ORDERED.**

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4 Dated: March 18, 2021

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6 By: 
7 Anne-Christine Massullo
8 Judge Of The Superior Court

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CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

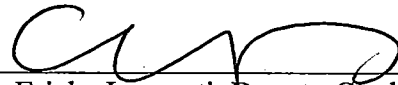
I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 19, 2021, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: March 19, 2021

T. Michael Yuen, Clerk

By: _____



Ericka Larnauti, Deputy Clerk