

If you made a food delivery order through Chipotle's App or Website between May 11, 2020, and January 19, 2022, you may be entitled to an award from a class action settlement.

A state court has authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit to resolve a lawsuit against Chipotle Mexican Grill, Inc. ("Chipotle" or "Defendant"), relating to allegations that Chipotle made false or misleading representations regarding its delivery fees, service fees, and menu prices on its delivery orders. Chipotle denies these allegations and asserts that all communications around its delivery orders were truthful, but has settled this case to avoid further litigation and distraction of resources from its business. By entering into the Settlement, Chipotle has not conceded the truth or validity of any of the claims against it.
- The Settlement creates two Subclasses of people in the United States who ordered food delivery through Chipotle's App or Website between May 11, 2020, and January 19, 2022, and were charged a service fee and/or increased menu prices. A "Non-Rewards Member Settlement Subclass" for people who were not members of Chipotle's Rewards Program, and a "Rewards Member Settlement Subclass" for people who were members of Chipotle's Rewards Program. Non-Rewards Class Members can make a claim for a cash payment. Rewards Class Members can make a claim for a voucher for a free entrée from the Chipotle menu.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR RIGHTS AND CHOICES		DEADLINE
Submit a Claim Form	The only way to get a Cash Payment or a free entrée Voucher is to submit a Claim Form.	Submit a Claim Form by: June 28, 2022
Exclude Yourself	Get no Cash Payment or Voucher, but keep any right to file your own lawsuit against Chipotle about the legal claims in this case.	Submit an Exclusion: May 25, 2022
Object	Tell the Court why you don't like the Settlement. You will still be bound by the Settlement if the Court approves it and you may still file a Claim Form for a Cash Payment or Voucher.	Deadline to file an Objection: May 25, 2022
Attend A Hearing	Ask to speak to the Court about the fairness of the Settlement.	Deadline to file a Notice of Appearance: May 25, 2022
Do Nothing	Get no Cash Payment or Voucher. Give up legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Payments or Vouchers will be sent if the Court approves the Settlement and after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why should I read this Notice?

If you made a food delivery order through Chipotle's App or Website between May 11, 2020, and January 19, 2022, you are a member of a Settlement Class and may be entitled to an award from a class action settlement.

A court authorized this Notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Aaron Aseltine and John Dundon v. Chipotle Mexican Grill, Inc.*, Case No. RG21088118, and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Questions? Call 1-855-675-3034 or visit DeliveryFeeSettlement.com.

Judge Evelio Grillo of the Superior Court of the State of California for the County of Alameda is overseeing this case. The people who sued are called the “Plaintiffs.” Chipotle Mexican Grill, Inc. (“Chipotle”) is the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that Chipotle made representations regarding its delivery fees, service fees, and menu prices on its delivery orders that were false or misleading. You can get complete details on these allegations in the Amended Complaint available at the Settlement Website.

Chipotle asserts that all communications around its delivery orders were truthful and not misleading, and expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, the Action is not appropriate for class treatment.

The Parties have agreed to a Settlement. The Court has not decided who is right.

3. Why is the lawsuit a class action?

In a class action, one or more people called “Class Representatives” (in this case, Plaintiffs Aaron Aseltine and John Dundon) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.”

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Chipotle did anything wrong. Chipotle denies all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

5. Am I part of the Settlement?

You are a Class Member and may be entitled to relief if you made a food delivery order through Chipotle’s App or Website during the period May 11, 2020, through January 19, 2022. The Settlement creates two Subclasses:

The Non-Rewards Member Settlement Subclass - All persons in the United States who were not members of Chipotle’s Rewards Program and ordered food delivery through Defendant’s App or Website during the Class Period and were charged a service fee and/or increased menu prices pursuant to disclosures Plaintiffs allege were deficient.

The Rewards Member Settlement Subclass - All persons in the United States who were members of Chipotle’s Rewards Program and ordered food delivery through Defendant’s App or Website during the Class Period and were charged a service fee and/or increased menu prices pursuant to disclosures Plaintiffs allege were deficient.

Excluded from each Subclass are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning Defendant’s pricing or advertisements when ordering food delivery through Defendant’s App or Website.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

For the Non-Rewards Settlement Class Members, the Settlement creates a “Non-Rewards Member Settlement Fund” of One Million Dollars (\$1,000,000 USD). The Fund will first be used to pay the costs of the Notice Plan and the Claims Process, including exclusions and objections. The Fund will then be used to pay any other remaining

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Settlement Costs. The remaining amounts (the “Net Settlement Fund”) will then be used to pay cash “Settlement Awards” to Non-Rewards Subclass Members who file a valid claim. Non-Rewards Subclass Members who submit a valid Claim will share the amount of the Net Settlement Fund equally.

For the Rewards Member Settlement Subclass, the Settlement offers vouchers for one free entrée from the Chipotle menu. The total vouchers to Rewards Subclass Members will not exceed Three Million Dollars (\$3,000,000 USD) in retail value. Chipotle will have no obligation to honor any claims of reimbursement made by Rewards Subclass Members once Chipotle has issued Three Million Dollars (\$3,000,000 USD) in retail value worth of vouchers in the aggregate to Rewards Subclass Members. Retail value will be calculated using an average entrée value of \$8.50.

HOW TO GET BENEFITS FROM THE SETTLEMENT

7. How can I get my Cash Payment or Chipotle Voucher?

If you are a Non-Rewards Class Member, you must fill out and submit a Claim Form to qualify for a cash payment. You can easily file your Claim at DeliveryFeeSettlement.com. The completed Claim Form must be submitted online by **June 28, 2022**.

Upon receiving a completed Claim Form, the Settlement Administrator will review and confirm or deny your eligibility for a cash payment. If the Settlement is approved, Non-Rewards Class Members who file a valid Claim will receive an email regarding how to receive a digital payment.

If you are a Rewards Class Member, you must file your Claim online at DeliveryFeeSettlement.com. If the Settlement is approved, Settlement Awards to Rewards Subclass Members who submit a valid Claim will be provided (via email) a redemption code for a free regularly priced entrée from the Chipotle menu.

8. When will I receive my Cash Payment or Chipotle Voucher?

The Court will hold a hearing on **July 12, 2022, at 10:00 a.m.** (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Cash Payment or Voucher until any appeals are resolved. Please be patient.

9. What else does the Settlement Provide?

Beginning on April 2, 2021, Chipotle revised the disclosures on its App and Website to; a) state expressly that menu prices may be higher for delivery orders; and b) state that service charges are separate from and in addition to delivery fees, including, without limitation, the statement presented to consumers on both Chipotle’s Website and App during the online ordering process, but prior to purchasing food for delivery: “Menu pricing for delivery is higher and fees apply”; the statement presented to consumers on both Chipotle’s Website and App at checkout, but prior to purchasing food for delivery: “Delivery includes higher menu prices and additional fees to help offset the costs of delivery”; and the Offer Terms included with advertising of promotional pricing offers for delivery orders.

These disclosures are intended to remediate the issues identified by Plaintiffs and fairly and adequately inform customers of these food delivery-related charges in compliance with applicable laws. Chipotle agrees to keep these or substantially similar remediation measures in place as long as they are applicable to delivery orders.

10. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against the Chipotle about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Claim Form for benefits or do nothing at all, you will be releasing Chipotle from all of the claims described and identified in Section IV of the Settlement Agreement.

The Settlement Agreement is available at DeliveryFeeSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 11 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

Questions? Call 1-855-675-3034 or visit DeliveryFeeSettlement.com.

THE LAWYERS REPRESENTING YOU

11. Do I have lawyers in this case?

The Court has appointed attorneys from the law firm KalieGold LLP, of Washington, D.C. to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

Class Counsel:
Jeff Kalie
Sophia Gold
KALIEGOLD PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005

12. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees not to exceed \$645,000 US. If approved by the Court, Three Hundred and Thirty-Three Thousand Dollars (\$333,000 USD) will be paid out of the Non-Rewards Member Settlement Fund, and Chipotle will pay the additional Three Hundred Twelve Thousand Dollars (\$312,000 USD) separately. Additionally, Class Counsel will ask the Court for reimbursement of costs in the amount of Seven Thousand Four Hundred Twenty-Three Dollars (\$7,423 USD).

Class Counsel will also ask the Court for an incentive award to each Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000 USD) each, for their participation as Class Representatives, for taking on the risks of litigation, and for Settlement of their individual claims as Settlement Class Members in this Action. If approved by the Court, the incentive award for Mr. Asestine will be paid out of the Non-Rewards Subclass Settlement Fund and the incentive award for Mr. Dundon will be paid separately by Chipotle.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a Cash Payment or Chipotle Voucher but want to keep the right to sue or continue to sue Chipotle, on your own, about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written "Request for Exclusion" (in the form of a letter) that includes the following:

- Your name, address, and phone number;
- Your personal signature and not a signature of your attorney or anyone acting on your behalf; and
- The statement "I/we request to be excluded from the class settlement in *Aaron Asestine and John Dundon v. Chipotle Mexican Grill, Inc.*, Superior Court of the State of California for the County of Alameda, Case No. RG21088118."

You must mail your Request for Exclusion **postmarked** by **May 25, 2022**, to the following address: Delivery Fee Settlement Administrator, P.O. Box 3037, Portland, OR 97208-3037.

If you do not follow these procedures and deadlines, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

Questions? Call 1-855-675-3034 or visit DeliveryFeeSettlement.com.

14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot receive a Cash Payment or a Chipotle Voucher. But, you may sue, continue to sue, or be part of a different lawsuit against Chipotle about the legal issues in this case.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

15. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you do wish to object to the Settlement, you must do so in writing so that your objection is received by **May 25, 2022**. Your objection and any supporting papers must (a) clearly identify the case name and number (*Aaron Aseltine and John Dundon v. Chipotle Mexican Grill, Inc.*, Superior Court of the State of California for the County of Alameda, Case No. RG21088118); and (b) be submitted to the Class Action Settlement Administrator at the following address:

Delivery Fee Objections
P.O. Box 3037
Portland, OR 97208-3037

Written objections must include the following:

- Your full name, address, and telephone number;
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether the Settlement Class Member intends to appear at the Fairness Hearing;
- Proof of membership in the Class;
- A list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years; and
- The signature of the Settlement Class Member and her or his counsel, if any.

If you timely file an objection it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

The Court will require substantial compliance with these requirements above. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

16. What's the difference between objecting and asking to be excluded?

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

YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

Questions? Call 1-855-675-3034 or visit DeliveryFeeSettlement.com.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **10:00 a.m. on July 12, 2022**, at the Superior Court of the State of California for the County of Alameda, René C. Davidson Courthouse, Oakland, CA 94612, in Department 21.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at DeliveryFeeSettlement.com. You should check this website to confirm that the date and/or time have not changed.

18. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer all questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the Final Approval Hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must include in your objection a statement of whether you intend to appear at the Fairness Hearing. You must also provide all other information required to object to the Settlement (Question 15 above)

YOUR RIGHTS – DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you'll be part of the Settlement Class, but get no Cash Payment or Chipotle Voucher from the Settlement. Unless you exclude yourself, you will not be permitted to continue to assert Released Claims in any other lawsuit against Chipotle about the legal issues in this case, ever again.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at DeliveryFeeSettlement.com, or by contacting Class Counsel at the address listed in response to Question 11 above.

22. How do I get more information?

You can call toll-free 1-855-675-3034, write to Delivery Fee Settlement, P.O. Box 3037, Portland, OR 97208-3037; or go to DeliveryFeeSettlement.com, where you will find answers to common questions about the Settlement, a copy of this Notice, the Settlement Agreement, the Motion for Preliminary Approval and Class Counsel's request for attorneys' fees and expenses, and other important documents in the case.