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CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
SANTA ANA

BY



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20 Attorneys for Plaintiff ADAM  
21 OVERTON, individually and on behalf of  
22 all others similarly situated

23 UNITED STATES DISTRICT COURT  
24 CENTRAL DISTRICT OF CALIFORNIA

SACV12 - 1430 MMM (AGRx)

25 ADAM OVERTON, individually and  
26 on behalf of all others similarly  
27 situated,

Case No.

CLASS ACTION COMPLAINT

28 Plaintiff,

- 1. BREACH OF CONTRACT;
- 2. VIOLATION OF THE CALIFORNIA CIV. CODE §§ 1750 ET SEQ.;
- 3. VIOLATION OF CALIFORNIA BUS. & PROF. CODE §§ 17200 ET SEQ.;
- 4. VIOLATION OF CALIFORNIA BUS. & PROF. CODE § 17500;
- 5. UNJUST ENRICHMENT/ RESTITUTION;
- 6. BREACH OF IMPLIED-IN-LAW-CONTRACT.

v.

CHIPOTLE MEXICAN GRILL,  
INC., a Delaware Corporation,

Defendant.

JURY TRIAL DEMANDED

KIESEL BOUCHER LARSON LLP  
Attorneys at Law  
Beverly Hills, California

15-21

1 Plaintiff Adam Overton (“Plaintiff”) individually and on behalf of all others  
2 similarly situated, by his undersigned counsel, alleges the following upon personal  
3 knowledge as to his own acts and upon information and belief as to all other matters.  
4 Plaintiff’s information and belief are based upon the investigation conducted by  
5 counsel.

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this action individually and as a class action against  
8 Chipotle Mexican Grill, Inc. (“Chipotle” or “Defendant”) on behalf of all persons  
9 who purchased in the State of California any good from Chipotle (the “Chipotle  
10 Rounded-Up Products”) at any time from August 30, 2008, to the present (the  
11 “Class” and “Class Period,” respectively).

12 2. Chipotle develops and operates “fast-casual,” fresh Mexican food  
13 restaurants in the United States. Its restaurants offer a limited menu of burritos,  
14 tacos, burrito bowls, and salad made from fresh, high-quality raw ingredients.  
15 Chipotle claims that its vision is based upon selling “Food with Integrity,” as  
16 Chipotle seeks to use not only fresh ingredients but also ingredients that are  
17 sustainably grown and naturally raised.

18 3. Throughout the Class Period, Chipotle marketed and sold the Chipotle  
19 Rounded-Up Products to California consumers.

20 4. However, and undisclosed to all Class members, Chipotle  
21 systematically and routinely overcharged all Class members by rounding-up their  
22 total bill to the nearest five cent increment.

23 5. By rounding-up Plaintiff’s and all Class members’ bills to the nearest  
24 five cent increment for the Chipotle Rounded-Up Products, Chipotle overcharged  
25 Plaintiff and all Class members in the amount of such round-up and, in doing so,  
26 breached its contracts with Plaintiff and all Class members, violated the California  
27 Consumers Legal Remedies Act (“CLRA”), the California Unfair Competition Law  
28 (“UCL”), and the California False Advertising Law (“FAL”). Furthermore, Chipotle

1 unjustly enriched itself to the detriment of both Plaintiff and Class members and  
2 breached its implied-in-law contracts with Plaintiff and Class members.

3  
4 **THE PARTIES**

5 6. Plaintiff Adam Overton is a citizen of the State of California. On  
6 information and belief, Plaintiff purchased a Chipotle Rounded-Up Product during  
7 the Class Period in the State of California.

8 7. Chipotle is a Delaware corporation headquartered at 1401 Wynkoop  
9 Street, Suite 500 Denver, CO. Throughout the Class Period, Chipotle has advertised,  
10 distributed, marketed, and sold the Chipotle Rounded-Up Products to at least  
11 hundreds of thousands of consumers throughout California.

12  
13 **JURISDICTION AND VENUE**

14 8. This Court has subject matter jurisdiction over the claims asserted in  
15 this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332.  
16 Plaintiff, a citizen of California, brings claims on behalf of a class of California  
17 citizens against Chipotle, a citizen of Delaware and Colorado.

18 9. This Court has jurisdiction over all causes of action asserted herein  
19 pursuant to 28 U.S.C. § 1332(d) because the aggregate claims of Plaintiff and Class  
20 members exceed the sum or value of \$5,000,000, and diversity of citizenship exists  
21 between at least one member of the proposed Class and Chipotle.

22 10. This Court has personal jurisdiction over Chipotle because it maintains  
23 sufficient contacts in this jurisdiction, including the advertising, marketing,  
24 distribution and sale of the Chipotle Rounded-Up Products in the 198 stores that  
25 Chipotle operates in California.

26 11. Venue is proper in this district because a substantial part of the events,  
27 misrepresentations, and omissions giving rise to the claims occurred in this district,  
28 including the marketing and distribution of Chipotle Rounded-Up Products.



1 published total price of \$17.75 plus \$1.24 in tax. Accordingly, the  
2 customer's total should have been \$18.99, instead the Chipotle  
3 customer was charged \$19.00.

4 16. In addition to Karin Price Mueller's report, the Huffington Post has  
5 reported that Chipotle locations around the country have been rounding-up many of  
6 Chipotle customers' bills for Chipotle's benefit.

7 17. Significantly, Chipotle does not disclose its practice of rounding-up  
8 Class members' bills before the Class member's purchase of a Chipotle Rounded-  
9 Up Product.

10 18. As confirmed by Karin Price Mueller's investigation, Chipotle does not  
11 post any disclosure of its overcharging practice anywhere in its restaurants.

12  
13 **Chipotle Admits to its Round-Up Scheme**

14 19. A spokesperson for Chipotle told the Star-Ledger that Chipotle employs  
15 the undisclosed rounding-up practice to curb long lines and create greater efficiency  
16 in its high-volume locations. Chipotle admitted, "[t]he idea is simply to limit the  
17 possible combinations of change on cash transactions to keep the lines moving  
18 quickly in high volume areas," spokesman Chris Arnold tells the newspaper. "It  
19 was never our intention to have a policy that was confusing or misleading," he told  
20 the Star-Ledger.

21 20. Chipotle's justification for its rounding-up scheme is false, misleading,  
22 and intended to conceal the fraud and breaches of contract that it has perpetrated  
23 throughout the Class Period.

24 21. First, rounding-up Class members' bills to the nearest nickel does not  
25 save time by eliminating the time spent counting pennies because Chipotle's cash  
26 registers automatically count the coin change.

27 22. Second, hundreds of thousands of the Class members pay for the  
28 Chipotle Rounded-Up Products with credit or debit cards which simply require

1 swiping at the cash register regardless of the total amount of the bill.

2 23. Third, the claim that rounding up Plaintiff's and Class members' bills to  
3 curb long lines is belied by Chipotle's own statements about the efficiency of its  
4 lines.

5 24. An analyst asked during a Chipotle conference call in July 2012, "Are  
6 the peak hours approaching capacity issues that would somewhat limit the traffic  
7 growth going forward or transaction growth going forward?"

8 25. Co-CEO Montgomery Moran denied this accusation, stating "Even in  
9 our busiest restaurants, we're not having a problem. . . getting people through the  
10 lines."

11  
12 **Chipotle's Mislabeling and Sale of**  
13 **the Rounded-Up Products Damaged Plaintiff and Class Members**

14 26. During the Class Period, Chipotle sold the Chipotle Rounded-Up  
15 Products in stores located throughout California.

16 27. Chipotle breached its contracts with Plaintiff and Class members by  
17 charging them more for the Chipotle Rounded-Up Products than the amount that  
18 Chipotle represented to Plaintiff and Class members that they would be required to  
19 pay in exchange for the Chipotle Rounded-Up Products.

20 28. Chipotle damaged Plaintiff and Class members in the amount of such  
21 overcharge.

22 29. Had Plaintiff and Class members known that Chipotle secretly rounded-  
23 up their bills to the nearest nickel, Plaintiff and Class members would not have paid  
24 the amount that Chipotle overcharged them.

25 30. As a result of Chipotle's deceptive rounding-up scheme, Plaintiff and  
26 Class members suffered economic losses in the amount that Chipotle overcharged  
27 them.

28 31. Accordingly, Plaintiff, and all Class members, were relieved of money

1 in the transactions alleged herein and such loss of money is directly traceable to  
2 Chipotle's rounding-up scheme.

3  
4 **CLASS ACTION ALLEGATIONS**

5 32. Plaintiff brings this action as a class action pursuant to Rule 23 of the  
6 Federal Rules of Civil Procedure on behalf of himself and others similarly situated  
7 consisting of all persons in California who purchased a Chipotle Rounded-Up  
8 Product during the Class Period.

9 33. Excluded from the Class are Chipotle and its officers, directors and  
10 employees; any entity in which Chipotle has a controlling interest; the affiliates,  
11 legal representatives, attorneys, heirs and assigns of Chipotle; any federal, state, or  
12 local government entity; and any judge, justice or judicial officer presiding over this  
13 matter and the members of their immediate families and judicial staffs.

14 34. Questions of law and fact are common to all the Class members that  
15 predominate over any questions affecting only individual members, and a class  
16 action will generate common answers to the questions below, which are apt to drive  
17 the resolution of the litigation:

- 18 a. Whether Chipotle breached its contracts with Plaintiff and Class  
19 members by engaging in the wrongful conduct alleged herein;
- 20 b. Whether Chipotle violated California Business & Professions Code §  
21 17200, et seq. and § 17500, et seq.;
- 22 c. Whether Chipotle's representations and conduct were likely to deceive  
23 a reasonable consumer with respect to the prices paid for the Chipotle  
24 Rounded-Up Product;
- 25 d. Whether Chipotle initiated a deceptive marketing campaign;
- 26 e. Whether, by its misconduct as set forth herein, Chipotle has engaged in  
27 unfair or unlawful business practices;
- 28 f. Whether, by its misconduct as set forth herein, Chipotle has engaged in

1 unfair, deceptive, untrue or misleading advertising;

2 g. Whether the Class members have been injured by Chipotle's conduct;

3 h. Whether as a result of Defendant's misconduct, Plaintiff and other  
4 Class members are entitled to damages, restitution, equitable relief,  
5 injunctive relief, or other relief, and the amount and nature of such  
6 relief.

7 35. The claims of Plaintiff are typical of the claims of the members of the  
8 Class. Plaintiff has no interests antagonistic to those of the Class, and Defendant has  
9 no defenses unique to the Plaintiff.

10 36. Plaintiff will protect the interests of the Class fairly and adequately, and  
11 Plaintiff has retained attorneys experienced in complex class action litigation.

12 37. A class action is superior to all other available methods for this  
13 controversy because: i) the prosecution of separate actions by the Class members  
14 would create a risk of adjudications with respect to individual Class members that  
15 would, as a practical matter, be dispositive of the interests of the other members not  
16 parties to the adjudications, or substantially impair or impede their ability to protect  
17 their interests; ii) the prosecution of separate actions by the Class members would  
18 create a risk of inconsistent or varying adjudications with respect to the individual  
19 Class members, which would establish incompatible standards of conduct for  
20 Defendant; iii) Defendant acted or refused to act on grounds generally applicable to  
21 the Class; and iv) questions of law and fact common to the Class members  
22 predominate over any questions affecting only individual members, and a class  
23 action is superior to other available methods for the fair and efficient adjudication of  
24 the controversy.

25 38. Plaintiff does not anticipate any difficulty in the management of this  
26 litigation.

27 39. The nature of notice to the proposed Class is contemplated to be by direct mail  
28 and/or email upon certification of the Class or, if such notice is not practicable, by the best notice



1 practicable under the circumstance including, *inter alia*, publication in major newspapers and on  
2 the internet.

3  
4 **COUNT I**

5 **(By Plaintiff, Individually and on Behalf of All Class members for Breach of**  
6 **Contract)**

7 40. Plaintiff incorporates and re-alleges all of the foregoing paragraphs.

8 41. Plaintiff and Class members contracted with Defendant for the purchase  
9 of the Chipotle Rounded-Up Products.

10 42. Plaintiff and Class members performed under the contracts by paying  
11 the full purchase price for the Chipotle Rounded-Up Products.

12 43. Chipotle breached the contracts with Plaintiff and Class members by  
13 overcharging Plaintiff and Class members for the Chipotle Rounded-Up Products.

14 44. Defendant's breaches of the contracts with Plaintiff and Class members  
15 were material.

16 45. Defendant caused damage to Plaintiff and Class members in the amount  
17 of the overcharge that Plaintiff and Class members paid to Chipotle.

18  
19 **COUNT II**

20 **(By Plaintiff, Individually and on Behalf of All Class members, for Violations**  
21 **of the California Consumers Legal Remedies Act ,**  
22 **CAL. CIV. CODE §§ 1750 et seq.)**

23 46. Plaintiff incorporates and re-alleges all of the foregoing paragraphs.

24 47. Throughout the Class Period, the CLRA was in effect. The CLRA  
25 prohibits "unfair or deceptive acts or practices." Plaintiff bases this count on  
26 Defendant's misrepresentations and on Defendant's omissions of a material fact of  
27 which Defendant had exclusive knowledge and was obliged to disclose.

28 48. The Chipotle Rounded-Up Products are "goods" under Cal. Civ. Code §

1 1761(a).

2 49. Plaintiff and Class members are “consumers” under Cal. Civ. Code §  
3 1761(d).

4 50. The CLRA applies to Defendant’s conduct because Defendant’s  
5 conduct was intended to result, and did result, in the sale of goods for personal,  
6 family, or household use.

7 51. The CLRA prohibits representing that goods have characteristics,  
8 ingredients, uses, benefits, or quantities which they do not have; representing that  
9 goods or services are of a particular standard, quality, or grade, if they are of  
10 another; and advertising goods with intent not to sell them as advertised.

11 52. The CLRA also prohibits failing to disclose a material fact of which the  
12 Defendant has exclusive knowledge and is obliged to disclose.

13 53. Plaintiff bases this count on Chipotle’s misrepresentations and on  
14 Chipotle’s omissions of a material fact of which Chipotle had exclusive knowledge  
15 and was obliged to disclose.

16 54. Plaintiff and Class members relied on Defendant’s misrepresentations.

17 55. Had Plaintiff and Class members known that Chipotle was rounding-up  
18 the price of its products, Plaintiff and Class members would not have paid the  
19 amount that Chipotle overcharged them for the Chipotle Rounded-Up Products.

20 56. As a result of Chipotle’s misconduct, Plaintiff and Class members have  
21 suffered economic losses in the amount of rounding-up that they paid in exchange  
22 for the Chipotle Rounded-Up Products.

23 57. The aforementioned violations of the California Civil Code by Chipotle  
24 were willful, oppressive and fraudulent.

25 58. Accordingly, Plaintiff and Class members seek a permanent injunction  
26 requiring Chipotle to cease its rounding-up practice and to establish a fund to initiate  
27 a customer satisfaction campaign whereby Chipotle refunds all monies obtained  
28 through its rounding-up practice.

**COUNT III**

**(By Plaintiff, Individually and on Behalf of All Class members for Violations of the Unfair Competition Law, CAL. BUS. & PROF. CODE §§ 17200 et seq.)**

59. Plaintiff incorporates and re-alleges all of the foregoing paragraphs.

60. Defendant's practices as alleged in this Complaint constitute unlawful and unfair business acts and practices under the UCL, BUS. & PROF. CODE §§ 17200 et seq.

61. The UCL prohibits acts of "unfair competition," including any unlawful, unfair, fraudulent or deceptive business act or practice.

62. Under the unlawful prong of the UCL, a violation of another law is treated as unfair competition that is independently actionable.

63. Chipotle committed unlawful practices because it violated the CLRA.

64. A business practice is "unfair" if it violates an established public policy or if it is immoral, unethical, oppressive, or unscrupulous and causes injury to consumers which outweighs its benefits; or if a reasonable consumer would be deceived by the labeling of the product.

65. Chipotle committed "unfair" business acts and practices by overcharging Plaintiff and Class members for the Chipotle Rounded-Up Products, which is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and to other Class members.

66. Furthermore, members of the California public were likely to be deceived by Chipotle's marketing of the Chipotle Rounded-Up Products because Chipotle did not disclose the fact that it was rounding-up the prices of its products.

67. As a result of Chipotle's deceptive rounding-up of its products, Plaintiff and Class members have suffered economic losses in the amount of rounding-up that they paid in exchange for the Chipotle Rounded-Up Products.

68. Plaintiff seeks, on behalf of himself and Class members, full restitution, as necessary and according to proof, to restore any and all monies acquired by

1 Chipotle from Plaintiff and Class members as a result of Chipotle’s unlawful and  
2 unfair business practices as stated above, and a permanent injunction requiring  
3 Chipotle to cease its rounding-up practice.

4  
5 **COUNT IV**

6 **(By Plaintiff, Individually and on Behalf of All Class members for Violations of**  
7 **the False Advertising Law, CAL. BUS. & PROF. CODE § 17500)**

8 69. Plaintiff incorporates and re-alleges all of the foregoing paragraphs.

9 70. California Business and Professions Code §17500 makes it unlawful for  
10 any corporation or association selling anything “of any nature whatsoever” to  
11 intentionally make any statement or omission, including over the Internet, in  
12 connection with the marketing or sale of such product which is untrue, misleading or  
13 deceptive. Specifically, Cal. Bus. & Prof. Code §17500 prohibits a business from  
14 engaging in a scheme with the intent not to sell a product as so advertised.

15 71. Chipotle engaged in deceptive advertising in California, because it  
16 knew that by failing disclose to Plaintiff and Class Members that it was rounding-up  
17 the price of its products, Chipotle was able to charge a price premium.

18 72. As a result of Chipotle’s misleading statements and omissions,  
19 reasonable consumers, including Plaintiff, were misled or likely to be misled into  
20 believing that they were paying only the purchase price and any taxes for the  
21 Chipotle Rounded-Up Product.

22 73. Chipotle engaged in the aforementioned deceptive and misleading  
23 business practices to increase its profits. As such, Chipotle’s deceptive statements  
24 and omissions caused substantial injury to consumers, including Plaintiff and Class  
25 members.

26 74. As a result of Chipotle’s misconduct, Plaintiff and Class members have  
27 suffered economic losses in the amount of rounding-up that they paid in exchange  
28 for the Chipotle Rounded-Up Products.

1 75. Plaintiff seeks, on behalf of himself and Class members, full restitution,  
2 as necessary and according to proof, to restore any and all monies acquired by  
3 Defendant from Plaintiff and Class members as a result of Defendant's false,  
4 misleading and deceptive advertising as stated above, and a permanent injunction  
5 requiring Chipotle to cease its rounding-up practice.

6  
7 **COUNT V**

8 **(Alternatively, By Plaintiff, Individually and on Behalf of All California Class**  
9 **members for Restitution / Unjust Enrichment Under California Law)**

10 76. Plaintiff incorporates and re-alleges all of the foregoing paragraphs.

11 77. This Count is brought against Defendant pursuant to California's  
12 common law doctrine of unjust enrichment/restitution.

13 78. Throughout the Class Period, Chipotle marketed and sold the Chipotle  
14 Rounded-Up Products without disclosing to Plaintiffs and the Class that Chipotle  
15 was rounding-up the price of its products.

16 79. By failing to disclose to Plaintiff and Class Members that it was  
17 rounding-up the price of its products, Chipotle was able to charge a price premium.

18 80. Plaintiff and other similarly situated Class members conferred upon  
19 Chipotle benefits that were non-gratuitous profits.

20 81. Chipotle accepted or retained the benefits conferred by Plaintiff and  
21 other similarly situated Class members despite Chipotle's knowledge of its material  
22 misrepresentations and omissions of material fact.

23 82. Retaining the benefits conferred upon Chipotle by Plaintiff and other  
24 similarly situated Class members is unjust and inequitable because, in light of the  
25 fact that Chipotle was not disclosing to Plaintiff and Class Members that it was  
26 rounding-up the price of its products, Chipotle was able to charge a price premium.

27 83. Accordingly, in exchange for the benefit that Chipotle retained, Plaintiff  
28 and Class members received a product that was less than that which they paid.

1 84. Because Chipotle's retention of the benefits conferred by Plaintiff and  
2 other similarly situated Class members is unjust and inequitable, Chipotle must pay  
3 restitution in a manner established by the Court.

4  
5 **COUNT VI**

6 **(Alternatively, by Plaintiff, Individually and on Behalf of All Class**  
7 **members for Breach of Implied Contract Under California Law)**

8 85. Plaintiff incorporates and re-alleges all of the foregoing paragraphs.

9 86. This Count is brought against Chipotle pursuant to California's  
10 common law doctrine of breach of implied contract.

11 87. Throughout the Class Period, Chipotle marketed and sold the Chipotle  
12 Rounded-Up Products without disclosing to Plaintiff and the Class that Chipotle was  
13 rounding-up the price of its products.

14 88. By failing to disclose to Plaintiff and Class Members that it was  
15 rounding-up the price of its products, Chipotle was able to charge a price premium.

16 89. Plaintiff and other similarly situated Class members conferred upon  
17 Defendant benefits that were non-gratuitous and constitute profits.

18 90. Defendant accepted or retained the benefits conferred by Plaintiff and  
19 other similarly situated Class members despite Defendant's knowledge of its  
20 material misrepresentations and omissions of material fact.

21 91. Retaining the benefits conferred upon Defendant by Plaintiff and other  
22 similarly situated Class members under these circumstances make Defendant's  
23 retention of the benefits unjust and inequitable.

24 92. Because Defendant's retention of the benefits conferred by Plaintiff and  
25 other similarly situated Class members is unjust and inequitable, Defendant must  
26 pay restitution in a manner established by the Court.

27 ///

28 ///

KIESEL BOUCHER LARSON LLP  
Attorneys at Law  
Beverly Hills, California

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays that this Court:

3 a. Certify this action as a class action under Rule 23 of the Federal Rules  
4 of Civil Procedure, appoint the named Plaintiff as the Class representative, and  
5 appoint the undersigned as Class counsel;

6 b. Issue a permanent injunction or other appropriate equitable relief  
7 requiring Defendant to refrain from engaging in the deceptive practices alleged  
8 herein;

9 c. Order Defendant to pay Plaintiff and other Class members an amount  
10 of actual and statutory damages, and restitution in an amount to be determined at  
11 trial, and where allowed by law;

12 d. Issue an order granting Plaintiff's reasonable costs and attorneys' fees;  
13 and

14 e. Grant such other relief as may be just and proper.  
15

16 **DEMAND FOR TRIAL BY JURY**

17 Plaintiff demands a trial by jury on all issues so triable.  
18

19 DATED: August 30, 2012

KIESEL BOUCHER LARSON LLP

20  
21 By: 

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Attorneys for Plaintiff ADAM OVERTON,  
individually and on behalf of all others  
similarly situated



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> )  ADAM OVERTON, individually and on behalf of all others similarly situated	<b>DEFENDANTS</b> CHIPOTLE MEXICAN GRILL, INC., a Delaware Corporation
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  KIESEL BOUCHER LARSON LLP 8648 Wilshire Blvd., Beverly Hills, CA 90211 Tel.: (310) 854-4444; Fax (310) 8854-0812	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding    
  2 Removed from State Court    
  3 Remanded from Appellate Court    
  4 Reinstated or Reopened    
  5 Transferred from another district (specify):    
  6 Multi-District Litigation    
  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes      No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION** under F.R.C.P. 23:  Yes      No     **MONEY DEMANDED IN COMPLAINT:** \$ \_\_\_\_\_

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Breach of Contract, Violations of Civ. Code §§1750, et seq., Bus. & Prof. Code §§17200, et seq. & §17500, Unjust Enrichment/Restitution, Breach of Implied-in-Law Contract

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395(f)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff & Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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**SACV12 - 1430 MMM (AGRx)**

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

ORIGINAL  
PT FAX

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copy right, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
	Delaware and Colorado

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties  
**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): *Paul D. ...* Date August 30, 2012

**Notice to Counsel Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))