

SEP 17 2025

1 ERIK NASARENKO
DISTRICT ATTORNEY, COUNTY OF VENTURA
2 ANDREW REID SBN 268351
Deputy District Attorney
3 5720 Ralston Street, Suite 300
Ventura, CA 93003-4010
4 Andrew.Reid@ventura.org

5 Attorneys for Defendant
(For list of additional Plaintiff's counsel,
6 see Appendix)

*Exempt from fees Pursuant
Govt. Code § 6103*

VENTURA SUPERIOR COURT

FILED

10/17/2025

K. Bieker
Executive Officer and Clerk
Adriana Velasco
Adriana Velasco

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF VENTURA**

10 PEOPLE OF THE STATE OF CALIFORNIA,

11 Plaintiff,

12 vs.

13 CHIPOTLE MEXICAN GRILL, INC.,

14 Defendant.
15

Case No.: 2025CUMC051343

FINAL JUDGMENT PURSUANT TO
STIPULATION

16 Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, "the People"), appears
17 herein through its attorneys, Erik Nasarenko, District Attorney of Ventura County, by Andrew Reid,
18 Deputy District Attorney; Nathan J. Hochman, District Attorney of Los Angeles County, by Gina
19 Satriano and Duke Chau, Deputy District Attorneys; Stephanie A. Bridgett, District Attorney of Shasta
20 County, by Anand Jesrani, Deputy District Attorney; and Carla Rodriguez, District Attorney of Sonoma
21 County, by Caroline L. Fowler and Katy Yount, Deputy District Attorneys. Defendant, CHIPOTLE
22 MEXICAN GRILL, INC., a Delaware corporation (together with its direct and indirect subsidiaries,
23 hereinafter, "Defendant"), appears herein through its counsel, Deborah L. Stein of Gibson, Dunn &
24 Crutcher LLP.

25 The People and Defendant (hereinafter, "Parties") have stipulated that this Final Judgment
26 Pursuant to Stipulation (hereinafter, "Final Judgment") may be entered without trial or adjudication of
27 any issue of fact or law. The Parties enter into this Final Judgment pursuant to a settlement of disputed
28 claims between them as alleged in the Complaint. This Final Judgment does not constitute evidence, or

1 an admission, by Defendant of liability for anything alleged in the Complaint, and nothing in this Final
2 Judgment shall be construed as an admission by Defendant of any fact, issue of law or violations of law.

3 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

4 1. The Final Judgment has been reviewed by this Court and is found to have been entered in
5 good faith and to be, in all respects, just, reasonable, equitable, and adequate to protect the public from
6 the occurrence in the future of the conduct alleged in the Complaint.

7 2. Unless otherwise stated, all obligations imposed upon Defendant by the terms of this Final
8 Judgment are ordered pursuant to sections 17200, *et seq.* of the California Business and Professions
9 Code, including sections 17203 and 17206.

10 3. The Parties waive the right to appeal this Final Judgment both as to form and content.

11 JURISDICTION AND VENUE

12 4. This civil enforcement action is brought by the People in the public interest under the laws
13 of the State of California. This action is brought on behalf of all of the People of the State of California
14 irrespective of county. As Defendant has made gift cards available for sale in the State of California,
15 including Ventura County, the Ventura County Superior Court (hereinafter, "Court") has jurisdiction of
16 the subject matter hereof and of the Parties hereto and is a proper venue for this action.

17 INJUNCTIVE RELIEF

18 5. For the purposes of this Final Judgment, the following definitions apply:

19 a. "EFFECTIVE DATE OF JUDGMENT" means the date this judgment is file-
20 endorsed by the Clerk of Court, following approval and signature by a Judge of the
21 Superior Court.

22 b. "GIFT CERTIFICATE" or "GIFT CERTIFICATES" or "GIFT CARDS" shall
23 have the meaning set forth in Civil Code section 1749.5.

24 6. Defendant is hereby ENJOINED for a period of four (4) years from the EFFECTIVE
25 DATE OF JUDGMENT, pursuant to Business and Professions Code section 17203, from violating Civil
26 Code section 1749.5(b)(2), which states that "any gift certificate with a cash value of less than ten dollars
27 (\$10) is redeemable in cash for its cash value." For the avoidance of doubt, Defendant is responsible for
28 the acts of its employees, agents, officers, directors, and managers committed within the course and scope

1 of their agency or employment to the extent Defendant would be liable for their acts under applicable
2 law. Any successors or assigns will be bound by this injunction to the extent applicable. This injunction
3 does not require the redemption of such GIFT CERTIFICATES (i.e., those with a cash value of less than
4 \$10) at Chipotle restaurants provided Defendant continues to redeem such GIFT CERTIFICATES online,
5 through the mail, or in similar fashion. Pursuant to Business and Professions Code section 17203,
6 Defendant shall, for a period of four (4) years from the EFFECTIVE DATE OF JUDGMENT, do all of
7 the following:

- 8 a. Create and maintain a website portal where consumers can enter GIFT
9 CERTIFICATE identifying information and request a refund for any card that
10 carries a balance of less than ten dollars (\$10). This website portal shall be clearly
11 identifiable in nature and shall initially be accessible from the website address:
12 <https://www.chipotle.com/gift-card-cashback>.
- 13 b. Ensure that its new GIFT CERTIFICATES, including GIFT CERTIFICATES
14 issued by Defendant and purchased through third parties for use at Defendant's
15 restaurants, contain an updated notice on the front or back of the GIFT
16 CERTIFICATE which alerts consumers that they may redeem the GIFT
17 CERTIFICATE for cash when its cash value is less than ten dollars (\$10), and that
18 they may access the website identified in paragraph 6(a), above, in order to do so.
19 The type, font, or color of the notice may not be less conspicuous than that of any
20 other text which surrounds this notice. All new GIFT CERTIFICATES produced
21 by Defendant for direct sale or distribution to third parties must contain this
22 language beginning no later than six (6) months following the EFFECTIVE DATE
23 OF JUDGMENT. This requirement does not require a recall of any GIFT
24 CERTIFICATES that are already in the stream of commerce (including GIFT
25 CERTIFICATES in the possession of third-party vendors). Provided Defendant is
26 otherwise in compliance with this paragraph, Defendant will not be held in
27 violation of this paragraph based upon third party sales of GIFT CERTIFICATES
28 that do not contain the updated language referenced here.

- 1 c. Defendant shall not use the information associated with GIFT CERTIFICATE
2 redemptions provided by California consumers for any other purposes unrelated to
3 GIFT CERTIFICATE redemptions such as marketing, advertising, or a loyalty or
4 rewards program, provided, however, that notwithstanding anything in this
5 paragraph 6(c), Defendant shall not be prohibited from engaging in marketing,
6 advertising, or loyalty or rewards programs to and with California consumers who
7 have separately consented to such activities, irrespective of whether a consumer
8 has also redeemed a GIFT CERTIFICATE for cash.
- 9 d. Provided that Defendant complies with the obligations set forth in paragraphs 6(a)
10 through 6(c), the conduct of individual retail store employees on their own will not
11 be grounds to contend that Defendant is in violation of paragraph 6 of this Final
12 Judgment.

13 CHANGE IN LAW

14 7. In the event Civil Code section 1749.5(b)(2) is amended in a manner that renders any of
15 Defendant's obligations hereunder infeasible or results in any of Defendant's obligations hereunder no
16 longer being required, only those obligations under this Final Judgment that are no longer required as a
17 result of the change in law shall cease, and the remainder of the Final Judgment shall remain valid and
18 binding upon the Parties. Should there be a material change to California's gift card law that creates
19 ambiguities or uncertainties as to Defendant's obligations hereunder, Defendant can petition this Court
20 for appropriate relief notwithstanding paragraph 3 of the parties' stipulation.

21 RESTITUTION

22 8. The Parties have stipulated and agreed that it is impractical and infeasible to make direct
23 restitution to consumers who no longer have possession of their gift cards and claim to have been injured.
24 Therefore, pursuant to California Business and Professions Code sections 17203 and 17535, Defendant is
25 ordered to pay *cy prè*s restitution in the amount of \$12,000. Said amount shall be made payable to the
26 "California Consumer Protection Prosecution Trust Fund," previously created by the Judgment and
27 Permanent Injunction, filed on September 21, 1989, in the case of *People v. ITT Consumer Financial*
28 *Corporation* (Alameda County Superior Court Case No. 656038-0) for the purpose of enhancing the

1 investigation, prosecution, and enforcement of consumer protection actions brought pursuant to the unfair
2 competition statutes of the State of California. This restitution check shall be delivered to Deputy
3 District Attorney Andrew Reid, Office of the District Attorney, County of Ventura, 5720 Ralston Street,
4 Suite 300 Ventura, CA 93003-4010, no later than ten (10) business days following the EFFECTIVE
5 DATE OF JUDGMENT. Consumers in possession of a Chipotle gift card with a balance less than \$10
6 who may claim to have been harmed as a result of the conduct alleged in Plaintiff's Complaint may seek
7 a cash redemption of the balance by using the claim form on Chipotle's website, available at
8 <https://www.chipotle.com/gift-card-cashback>.

9 PAYMENTS AND COSTS

10 9. Defendant is hereby ordered, pursuant to California Business & Professions Code sections
11 17203 and 17206, to pay make payments as set forth below:

- 12 a. Defendant shall pay investigative costs in the amount of eighty-eight thousand,
13 five hundred thirty-two dollars and ninety-six cents (\$88,532.96). This amount
14 shall be made payable as follows:
- 15 i. One check in the amount of twenty thousand dollars (\$20,000) shall be
16 made payable to the "Office of the District Attorney, County of Ventura –
17 Costs";
 - 18 ii. One check in the amount of twenty thousand dollars (\$20,000) shall be
19 made payable to the "Office of the District Attorney, County of Los
20 Angeles – Costs";
 - 21 iii. One check in the amount of twenty thousand dollars (\$20,000) shall be
22 made payable to the "Office of the District Attorney, County of Sonoma –
23 Costs";
 - 24 iv. One check in the amount of twenty thousand dollars (\$20,000) shall be
25 made payable to the "Office of the District Attorney, County of Shasta –
26 Costs";
 - 27 v. One check in the amount of \$8,532.96 shall be made out to the Department
28 of Consumer Affairs – Costs."

1 b. Although Defendant disputes that it has engaged in any conduct that justifies
2 payment of amounts pursuant to Business and Professions Code Section 17206, in
3 the interest of resolving this matter Defendant agrees to make a payment of one
4 hundred forty-five thousand, four hundred and sixty-seven dollars and four cents
5 (\$145,467.04) this amount to be made payable in accordance with Government
6 Code section 26506 as follows:

7 i. One check in the amount of thirty-six thousand, three hundred sixty-six
8 dollars and seventy-six cents (\$36,366.76) shall be made payable to the
9 "Office of the District Attorney, County of Ventura";

10 ii. One check in the amount of thirty-six thousand, three hundred sixty-six
11 dollars and seventy-six cents (\$36,366.76) shall be made payable to the
12 "Office of the District Attorney, County of Los Angeles County";

13 iii. One check in the amount of thirty-six thousand, three hundred sixty-six
14 dollars and seventy-six cents (\$36,366.76) shall be made payable to the
15 "Office of the District Attorney, County of Sonoma."

16 iv. One check in the amount of thirty-six thousand, three hundred sixty-six
17 dollars and seventy-six cents (\$36,366.76) shall be made payable to the
18 "Office of the District Attorney, County of Shasta".

19 c. All checks required under the proceeding paragraphs shall be delivered to Deputy
20 District Attorney Andrew Reid, Office of the District Attorney, County of Ventura,
21 5720 Ralston Street, Suite 300, Ventura, CA 93003-4010 no later than ten (10)
22 business days following the EFFECTIVE DATE OF JUDGMENT.

23 10. Defendant will pay its filing fee of \$435, payable to the Ventura County Superior Court.
24 Defendant shall send a cashier's check for this amount, payable to the Ventura County Superior Court,
25 prior to the filing of this judgment to: Deputy District Attorney Andrew Reid, Office of the District
26 Attorney, County of Ventura, 5720 Ralston Street, Suite 300, Ventura CA 93003-4010.

1 FAIR, JUST AND EQUITABLE SETTLEMENT

2 11. The Court finds that the injunctive provisions and civil penalties set forth and imposed in
3 this Final Judgment constitute fair, reasonable, and appropriate resolution of this matter and of the
4 allegations contained in the Complaint.

5 RETENTION OF JURISDICTION AND OTHER TERMS

6 12. This Court will retain jurisdiction to allow either party to apply at any time for any orders
7 and directions that may be necessary to understand and carry out this Final Judgment, or to seek
8 modification or termination of any of the injunctive terms, or to seek enforcement of any of those terms,
9 or to obtain penalties or other punitive measures for any violations.

10 13. The Parties will bear their own costs in this action except as stated in paragraph 9 and
11 paragraph 10.

12 14. Both parties waive their right to appeal this Final Judgment.

13 TAX INFORMATION

14 17. The People will report the Penalty Payments as penalties through an IRS Form 1098-F,
15 pursuant to and consistent with 26 U.S.C. section 6050X. Therefore, Defendant shall provide to the
16 People (i) an IRS Form W-9 within 14 calendar days of entry of this Judgment, and (ii) any other
17 information the People reasonably require to fulfill its reporting obligations within seven (7) days of the
18 People's request.

19 EFFECT AND ENTRY

20 15. This Final Judgment shall take effect immediately upon entry hereof. No notice of entry of
21 judgment is required to be served upon either party.

22 DATED: 10/09/2025

23 

24 Judge of the Superior Court
25 Dana K. Caudill
26
27
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