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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AARON ASELTINE and JOHN DUNDON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CHIPOTLE MEXICAN GRILL, INC.,

Defendant.

Case No. RG21088118
Assigned for All Purposes to:
Hon. Evelio Grillo

CLASS ACTION

PLAINTIFF'S RESPONSE TO OBJECTION AND NOTICE TO APPEAR AT VIRTUAL FAIRNESS HEARING OF STEVEN HELFAND

[Declaration of Eric N. Kierkegaard filed concurrently herewith]

Hearing Date: July 12, 2022
Time: 10:00 a.m.
Department: 21
Reservation No. 809071215439

Action filed: February 4, 2021
Trial date: None

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I. INTRODUCTION

The sole objection submitted to the preliminarily approved Settlement entered into between Plaintiffs Aaron Aseltine and John Dundon and Defendant Chipotle Mexican Grill, Inc. is that of a Mr. Steven Helfand. But Mr. Helfand's purported objection (the "Objection") must be ignored because he is not a Settlement Class Member and has no standing to object. In fact, and as explained in the accompanying Declaration from the Settlement Administrator, Mr. Helfand used a unique code sent *to a different person with a different email address* to claim class membership. Chipotle's business records, which were transmitted to the Settlement Administrator for the purpose of delivering notice in this matter, indicate Mr. Helfand never even placed a Chipotle delivery order. He is not a member of the Settlement Class and this Court may not entertain his objection.

Even if the Court did consider Mr. Helfand's objection, the substance of the Objection fails on the merits. Class Counsel is permitted to concurrently represent the Rewards Program Class *and* the Non-Rewards Program Class because there is no inherent conflict where both subclasses' interests are aligned, as both challenge Chipotle's deceptive delivery fee practices and suffered the same harm. The different form of Settlement benefits allocated to each subclass is based on the respective strengths and weaknesses of each class' claims—namely, the presence of an arbitration provision for the Rewards Program Class—and such disparity in benefit allocation is a common, routine, and uncontroversial practice in class action settlements in California.

At bottom, Mr. Helfand's Objection should not be considered by the Court; even if the Court considers it, the objection is baseless and must be overruled.

II. THE PRELIMINARILY APPROVED SETTLEMENT AND OVERWHLEMING POSITIVE REACTION OF THE SETTLEMENT CLASS

On January 19, 2022, this Court preliminarily-approved the Settlement, finding it to be fair, reasonable, and adequate under California law, (the "Order"). Importantly, the Court reached this finding only after Plaintiffs' Counsel sufficiently addressed the Court's outstanding concerns raised in its initial order issued on December 3, 2021. In approving the Settlement, the Court, in pertinent part, inherently endorsed Plaintiff's Counsel's need to create two separate subclasses—the Rewards

Program Class and the Non-Rewards Program Class—due to the arbitration restriction on the former group of class members. (*See* Order at p. 1-2 ["The Rewards Program Class is consumers in the 'Rewards Program.' ***Those persons are arguably bound by arbitration agreements …*** The non-Rewards Program Class is consumers not in the 'Rewards Program.' They did not enter into arbitration agreements."] (emphasis added).)

As previously described in Plaintiffs' Motion for Final Approval, the Settlement Administrator disseminated the Notice to Settlement Class Members. The Settlement Agreement has Class Members' unequivocal approval. Indeed, as of the date of this filing, only one (1) purported objection has been filed out of the thousands of Class Members who received Notice. The sole objection has been submitted by Mr. Helfand, who, for the reasons discussed below, is not even a Settlement Class Member.

III. LEGAL STANDARD

Under California law, objectors like Mr. Helfand bear the burden of rebutting the finding that the preliminarily approved Settlement is fair, adequate, or reasonable. (*See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; *see also Ebarle v. Lifelock, Inc.* (N.D. Cal. Sept. 20, 2016) 2016 WL 5076203, *7 , quoting *In re Google Referrer Header Privacy Litig.* . (N.D. Cal. 2015) 87 F.Supp.3d 1122, 1137 ["[O]bjectors to a class action settlement bear the burden of proving any assertions they raise challenging the reasonableness of a class action settlement."].) Mr. Helfand's Objection, which is devoid of any factual or relevant legal support, utterly fails to satisfy this burden.

In any event, it bears noting that a settlement is presumed fair when there is only a small percentage of objectors. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245, quoting *Dunk, supra,* 48 Cal.App.4th at p. 1802); *see also Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Super Ct. San Diego Cnty., Dec. 11, 2006) Case Nos. 4221, 4228, 4224, 4226, 2006 WL 5377849, *2 ["When relatively few class members object to or exclude themselves from a class action settlement, courts interpret that response as evidence that the settlement warrants final approval."]; *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 529 ["It is established that the absence of a large number of objections to a proposed class settlement

action raises a strong presumption that the terms of a proposed class action settlement are favorable to the class members.") (citations omitted)]. *See e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1153 [finding a positive reaction to proposed settlement where 9 of the 5,454 national class members objected]; *Churchill Village LLC v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566, 577 [affirming settlement where 45 of approximately 90,000 class members objected]; *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 967 [finding favorable class reaction where only 54 of 376,301 class member objected]). Mr. Helfand's unsupported Objection represents a miniscule percentage of the Class. Thus, in addition to Mr. Helfand's Objection being entirely improper, unsupported, and meritless, the dearth of objectors alone invokes the presumption of fairness.

IV. STEVEN HELFAND'S OBJECTION TO THE SETTLEMENT MUST BE OVERRULED

A. Mr. Helfand Lacks Standing to Object to the Settlement Because He's Not a Class Member

California courts require litigants to demonstrate "a personal interest in the litigation's outcome" in order to have standing. (*Torres v. City of Yorba Linda* (1993) 13 Cal.App.4th 1035, 1046); *Bilafer v. Bilafer* (2008) 161 Cal.App.4th 363, 370.) And in class actions, "class membership is an essential prerequisite for standing to object." (*C.f. Roos v. Honeywell Internat., Inc.* (Cal. Ct. App. 2015) 241 Cal.App.4th 1472, 1485, *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) "Objectors to a class settlement who are not members of the class typically cannot demonstrate standing . . . because they will not be affected by the settlement." (*Ibid.*; *see also Moore v. Verizon Commc'ns Inc.* (N.D. Cal. Aug. 28, 2013) 2013 WL 4610764, at *4 ["[N]on-class members have no standing to object to the settlement of a class action."]; *Californians for Disability Rights, Inc. v. California Dept. of Transp.* (N.D. Cal. June 2, 2010) 2010 WL 2228531, at *9 [where the objector "does not appear to be a Class member," he "has no standing to object."]; *see also* Newberg on Class Actions § 13:22 (5th ed. 2014) ["Objectors who fail to demonstrate their class membership are often held not to have standing, as they have not met the burden."].)

Mr. Helfand contends that the fact he submitted a claim form "sufficiently establishes" his standing. (Obj. at 2.) It does not. Like a handful of other persons who attempted to submit claims using a unique claim ID sent to a different person, Mr. Helfand improperly used someone else's claim ID to submit a claim on his behalf. Like those other persons, Mr. Helfand is not a member of the Settlement Class and his claim is therefore not valid. Nor is his objection.

More specifically, here is what occurred. On February 21, 2022, Epiq began sending Email Notices to all Settlement Class Members identified in Chipotle's business records, using the email addresses and names that Settlement Class Members themselves used when ordering from, or signing up for an account with, Chipotle. Ex. 1, Second Supplemental Notice Declaration of Eric N. Kierkegaard ("Notice Decl.") at ¶ 3. Each email contained a unique ID Number along with a description of how to use that unique ID Number to submit a claim on the Settlement Website. *Id.* The Email Notice included an embedded link to the Settlement Website. By clicking the link, recipients were taken to the Settlement Website, where they were then able to easily file an online Settlement Claim Form using the unique ID number that was included with their Email Notice. *Id.*, ¶ 4. The Settlement Website also allowed Settlement Class Members to make updates to their email addresses, spelling of names, or last names (as, for example, would be necessary for a recently married person who changed their last name). *Id.*, 5.

Mr. Helfand was never emailed notice of the instant Settlement, nor a unique ID number, because Mr. Helfand does not appear in Chipotle's business records as having ever placed a delivery order during the period of time covered by the proposed Settlement. *Id.*, 7. Rather, Mr. Helfand used the unique ID Number provided to Settlement Class Member Lauren Rhodes to submit a claim on his own behalf. *Id.*, 8. When doing so, Mr. Helfand changed all of the name and contact information associated with Ms. Rhodes's Unique ID Number to his own—changing her name to his and her email address to his own. *Id.*, 9. Because Mr. Helfand did not receive his own email and his own Unique ID Number, he is not a Settlement Class Member. 243 other persons also improperly attempted to use the Unique ID Numbers of Settlement Class Members for their own benefit, *id.*, 6, and their claims too will not be considered valid by the Settlement Administrator.

In sum, Mr. Helfand is *not* a member of the Settlement Class here and he may not object to the proposed Settlement. Mr. Helfand's objections have previously been rejected for lack of standing in other class action settlements. (*See e.g., Norcia v. Samsung Telecommunications Am., LLC* (N.D. Cal. July 20, 2021) No. 14-cv-00582-JD, 2021 WL 3053018, *3 [overruling Mr. Helfand's objections for lack of standing where he was unable "to credibly explain his inability to provide any evidence" to validate his class membership and concluding that "Mr. Helfand was not a credible witness, and that he did not establish that he is a member of the settlement class."]; *Collins v. Quincy Bioscience, LLC* (S.D. Fla. Nov. 16, 2020) 2020 WL 7135528, *1 [striking Mr. Helfand's objection for lack of standing]; *Brown v. Hain Celestial Group* (N.D. Feb. 17, 2016) No. 3:11-CV-03082-LB, 2016 WL 631880, at *10 ["Mr. Helfand has provided no proof that he is a class member. . . The court could therefore almost certainly strike his objection."].)

Thus, because Mr. Helfand is not a class member, his lack of standing precludes him from objecting to the Settlement and therefore, his Objection must be overruled on this basis.

B. There Is No Inherent Conflict Between the Settlement Subclasses, And Therefore, Separate Counsel is Not Required

Although Mr. Helfand's Objection should be overruled for his lack of standing alone, his Objection also fails on the merits. The crux of Mr. Helfand's Objection is that because the Settlement provides for two subclasses getting different forms of relief—cash and vouchers based upon their status as Chipotle rewards members—there is "conflicting/different interests" between the subclasses that require "separate representatives ***and*** counsel." (Obj. at 3.) Mr. Helfand's argument that there is an intra-class conflict is meritless.

The general rule in class action litigation is that Class Counsel may represent two classes, even in related cases, as long as the litigants' interests do not inherently conflict. (*See Sandoval v. Ali* (N.D. Cal. 2014) 34 F. Supp. 3d 1031; *see also* 1 Newberg on Class Actions 3:75 (5th ed.) ["In general, class counsel may represent multiple sets of litigants—whether in the same action or in a related proceeding—so long as the litigants' interests are not inherently opposed."].) Indeed, as explained by Newberg, the leading treatise on class actions, "counsel may seek to represent two or

more sets of litigants in the same action whose interests may be adverse, such as two subclasses within the same class, or a group of individual litigants in addition to the class." (1 Newberg on Class Actions 3:75 (5th ed.).) As a practical matter, "courts have recognized that concurrent representation may enable counsel to leverage a better settlement for both sets of plaintiffs due to a defendant's desire to obtain a global resolution." (*Id.*)

Examples of inherent conflicts include instances where "a limited fund means that the recovery of one claimant will cut directly into recovery by another, where substantive law permits recovery by only one or the other set of litigants, where one client is litigating an appeal to a class action settlement in which another client claimed recovery, and where counsel's actions have generated conflicts between class representatives and the class." (*Id.*) Here, there are no inherent conflicts between the settlement subclasses because none of the aforementioned circumstances exist. To illustrate, the Rewards Program Class settled for a fund of up to $3,000,000 in free entrée credits, whereas the non-Rewards Program Class settled for $1,000,000 in cash. (*See* Agreement at __.) Because the recovery for every member of each respective subclass is not dependent upon the other subclass's recovery, there is no risk that the recovery of one claimant will cut into the recovery of the other subclass member. Moreover, there is no evidence—and Mr. Helfand proffers none—demonstrating that Class Counsel's actions in this case have generated any sort of conflict between the subclasses. Therefore, Mr. Helfand's speculative conjecture that a conflict exists must be overruled. (*See Sandoval, supra,* 34 F.Supp.3d at p. 1047 [declining to disqualify plaintiff's counsel for its concurrent representation of plaintiffs in superior court and federal court actions where "Defendants have only raised speculative concerns about conflicts of interest" between the plaintiffs where it was "unclear" that counsel was taking inconsistent positions in the actions; was "unsupported" that counsel will have to submit contradicting evidence between the cases; and where there was no suggestion that counsel has "failed to litigate either case vigorously due to the concurrent representation."]; *see also Luviano v. Multi Cable, Inc.* (C.D. Cal. Nov. 14, 2016) 2016 WL 11220483, *6-7 [holding defendant's "speculative conflict of interest" arising from plaintiff's counsel's concurrent representation of multiple clients and multiple classes against a single

defendant did not exist where each class asserted "distinct, unitary causes of action," was not unusual in the class action context," and the "risk of incentivizing defendants to settle claims also encompasses the potential that defendants will be incentivized to reach a settlement that satisfies all three actions."]; *Keilholtz v. Lennox Health Prods. Inc.* (N.D. Cal. Feb. 16, 2010) 268 F.R.D. 330, 338 [counsel's simultaneous representation of plaintiffs in multiple classes did not warrant disqualification where defendant set forth no evidence that plaintiffs had antagonistic interests].) The interests of all Class members—those in Chipotle's Rewards Program and those who are not—are aligned because they all seek to hold Chipotle accountable for its deceptive and misleading delivery fee advertising practices and their respective recoveries afforded under the Settlement are not impeded by the other subclasses' recovery. Thus, no inherent conflict exists.

Moreover, the fact that the Rewards Program Class and the non-Rewards Program Class will each receive a different form of relief, *i.e.*, cash vs. free entrée vouchers, does not create a conflict between the subclasses. Indeed, courts have routinely approved of class action settlements where subclasses were set to receive different relief, finding no inherent conflict and thus, no need for separate representation of each subclass. (*See e.g., Ebarle v. Lifelock, Inc.* (N.D. Cal. Sept. 20, 2016) 2016 WL 5076203, *7 [granting final approval of class action settlement and overruling objection that there was an intra-class conflict and inadequate representation and noting "the existence of a Subclass and the correspondingly different relief, does not on its own create a conflict of interest."]; *Hart v. Colvin* (N.D. Cal. Nov. 9, 2016) 2016 WL 6611002, *8 [approving settlement that provided "relief to class members through procedural mechanisms that vary depending on the status of their claims" and holding such varying relief did not constitute preferential treatment amongst class members because "[w]hile such differences may result in different types of relief for the different subclasses, they are rational in this instance because some claims are 'closed' while others are 'open[.]'"]; *Herrera v. Wells Fargo Bank, N.A.* (C.D. Cal. June 8, 2021) 2021 WL 3932257, *12 [finding substantial monetary distinction in settlement benefits between subclasses was "logical" where one subclass did not have as strong of a case against Wells Fargo]; *Edwards v. National Milk Producers Federation* (N.D. Cal. June 26, 2017) 2017 WL 3616638, *5 [overruling objection that

the class contains two adversarial subclasses represented by the same counsel where the "two levels of claim amounts…[were] reasonably calculated based on the difference in the size of purchases between the institutional class representative and individual class representatives"]; *In re Cathode Ray Tube (Crt) Antitrust Litigation* (N.D. Cal. Jan. 28, 2016) 2016 WL 721680 ["The mere fact that 'relief varie[s] among the different groups of class members [does] not demonstrate … conflicting or antagonistic interests within the class' or adequacy of representation issues. Nor does the fact that the settlement fund allocates a larger percentage of the settlement to certain class members."] [citations omitted]; *In re Anthem, Inc. Data Breach Litigation* (N.D. Cal. 2018) 327 F.R.D. 299, 310-11 (finding no "intraclass conflict based on the disparity of benefits between Settlement Class Members" where the settlement was "carefully calibrated to provide substantial benefits to all of the Settlement Class Members" based on their respective factual circumstances in the case); *Gehrich v. Chase Bank USA, N.A.* (N.D. Ill. 2016) 316 F.R.D. 215, 225-26 ["Yet the larger awards available to Chase credit card holders is a product not of inadequate counsel, but of the stronger claims available to credit card holders as compared to Chase bank account customers, who as a condition of opening their accounts agreed to submit disputes to arbitration . . . . The fact that class members have claims of different strength, warranting different awards, does not require that each group be represented by different counsel."]; *Farrell v. Bank of America Corporation, N.A.* (9th Cir. 2020) 827 Fed. Appx. 628 [finding that "[t]he district court did not err in approving the settlement over objections to the failure to create subclasses . . . .[n]o conflict of interest arose when the differences between members of class did not bear on 'the allocation of limited settlement funds' and when the structure of the settlement adequately protected 'higher-value claims … from class members with much weaker ones."] [quoting *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.* (9th Cir. 2018) 895 F.3d 597, 605; *Maine State Ret. Sys. v. Countrywide Fin. Corp.* (C.D. Cal. Dec. 5, 2013) No. 2:10-cv-00302 MRP, 2013 WL 6577020, at *17 [rejecting objector's argument that distinct subgroups in settlement needed separate appointed counsel where the plan of allocation distributed varying settlement proceeds to the subgroups based on the strength and weaknesses of their claims].)

Likewise, here, the Settlement's creation of two subclasses based on the relative strength of the Rewards Program Class's and the non-Rewards Program Class's claims. It does not create a conflict requiring representation by separate counsel. Instead, the varying relief between each subclass is logical given the fact that, had litigation proceeded, the Rewards Program Class's claims would likely be sent to arbitration. For example, in *Maine,* the Settlement distributed proceeds to three different categories of subgroups in varying amounts based on the strength of their claims. (*Maine, supra,* 2013 WL 6577020 at *17.) The objectors particularly took issue with the fact that allocating only 10% of the settlement fund to the Category Three subclass that encompassed the substantial majority of the class was "inadequate." (*Ibid.* In dispelling the objection, the *Maine* court reasoned that the Category Three subclass's smaller share of the settlement was warranted due to a "set of obstacles": "The stars must align for this category to obtain any recovery beyond what the proposed Settlement immediately offers[,]" such as, prevailing on "at least three discrete issues before the Ninth Circuit," and avoiding defendant's risk of bankruptcy or insolvency during litigation. (*Ibid.*) The Court concluded that the allocation plan was fair, adequate, and reasonable where it was "remarkable that the Category Three class members will obtain any recovery at all." (*Ibid.*) And in *Anthem,* the court rejected an objection in a data breach class action settlement that the "disparity of benefits" between settlement class members created an intraclass conflict. (*In re Anthem, supra,* 327 F.R.D. at p. 310.) Under the *Anthem* settlement, some class members would receive cash payments whereas otherwise would receive only credit monitoring services. (*Ibid.*) The court held that such varying relief was warranted because "the Settlement's main form of relief—credit monitoring—would not be of much value to Settlement Class Members who already have such services, so the Settlement allows them to claim an alternative cash payment" and "for those Settlement Class Members who already expended resources as a result of the breach, the Settlement sets aside $15 million to reimburse their out-of-pocket costs." (*Ibid.*) Thus, the Court concluded there was no conflict, and the named plaintiffs adequately represented all interests of the Settlement Class Members. (*Ibid.*).

Mr. Helfand's cited authorities to argue that there are "irreconcilable conflicts" between the subclasses are misplaced. Indeed, in each case relied upon by Mr. Helfand,[1] the courts reviewed the well-known and "recurring fundamental conflict [which] is the divide between present and future injury plaintiffs." (*National Football League, supra,* 821 F.3d at p. 431.) That isn't the scenario here. For example, in *Amchem,* there was a clear distinction between class members who sustained asbestos-related injuries and those who had been exposed but had not yet manifested injuries. (521 U.S. at p. 626.) The Court reversed settlement approval on the grounds that a conflict of interest between the present and future injury groups precluded a finding of adequacy because each group would desire substantially different remedies based on their competing interests: "In significant respects, the interests of the those within the single class are not aligned. Most saliently, for the currently injured, the critical goal is generous immediate payments. That goal tugs against the interest of exposure-only plaintiffs in ensuring an ample, inflation-protected fund for the future." (*Id.* at p. 595; *see also Ortiz,* 527 U.S. at p. 819 ["First, a class including holders of present and future claims (some of the latter involving no physical injury and claimants not yet born) requires division into homogeneous subclasses under Rule 23(c)(4)(B), with separate representation to eliminate conflicting interests of counsel. No such procedure was employed here."].)

Unlike these cases above, all Class Members, regardless of their Chipotle Rewards membership status, suffered the same alleged harm, *vis a vis,* monetary injuries due to Chipotle's assessment of the hidden delivery fee and are challenging the same practice such that there are no competing interests at play. As such, because both Rewards Class and Non-Rewards Class Members' interests are aligned, there is no inherent conflict.

C. Mr. Helfand's Credibility Has Been Called Into Question and His Serial Objections Have Been Routinely Rejected By Courts Throughout The Country

[1] *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591; *Ortiz v. Fibreboard Corp.* (1999) 527 U.S. 815; *In re National Football League Players Concussion Injury Litig.* (3d Cir. 2016) 821 F.3d 410; *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.* (2nd Cir. 2016) 827 F.3d 223; *Juris v. Inamed Corporation* (11th Cir. 2012) 685 F.3d 1294 .

Mr. Helfand has filed hundreds of class action settlement objections in his career, dozens of which he lists in his objection. (*See* Obj. at pp. 12-13.) Courts around the country have described Mr. Helfand as a "serial" class action objector and have routinely overruled Mr. Helfand's objections, finding them groundless. (*See Collins v. Quincy Bioscience, LLC* (S.D. Fla. Nov. 16, 2020) 2020 WL 7135528, *1; *see e.g., Norcia v. Samsung Telecommunications America, LLC* (N.D. Cal. July 20, 2021) 2021 WL 3053018, *4 [overruling Mr. Helfand's objection as "lack[ing] merit" and recognizing his "adverse credibility finding" as "consistent with those of other courts."]; *In re Apple Inc. Device Performance Litigation* (N.D. Cal. Mar. 17, 2021) No. 5:18-md-02827-EJD, 2021 WL 1022867 [overruling Mr. Helfand's objections regarding class counsel's conflicts]; *Izor v. Abacus Data Systems, Inc.* (N.D. Cal. Dec. 21, 2020) 2020 WL 12597674, *8 [denying Mr. Helfand's objection that "Class Counsel has a conflict of interest with the class [where] he points to no specific facts to suggest a conflict in representation."]; *Spann v. J.C. Penney Corp.* (C.D. Cal. 2016) 211 F. Supp. 3d 1244, 1267 & n.11 [recognizing Mr. Helfand as a "known serial objector," overruling his objection as meritless, and granting final approval]; *Brown v. Hain Celestial Group, Inc.* (N.D. Cal. 2016) 2016 WL 631880, *9-10 [recognizing Mr. Helfand to be a "professional objector"]; *Rodman v. Safeway Inc.* (N.D. Cal. Aug. 22, 2018) 2018 WL 4030558, *7 fn. 6 ["Helfand frequently files objections in class action cases."]; *Chambers v. Whirlpool Corp.* (C.D. Cal. 2016) 214 F. Supp. 3d 877, 890 [describing Helfand as a "serial objector"]; *Gay v. Tom's of Maine, Inc.* (S.D. Fla. Mar. 11, 2016) No. 0:14-60604-KMM, ECF No. 43, p. 4, n. 1 [describing Mr. Helfand as a "well-known serial objector who has represented himself and third parties in objecting to multiple class action settlements" and granting settlement approval].)

V. CONCLUSION

In light of the foregoing, Plaintiff respectfully requests that the Court strike and/or overrule Mr. Helfand's Objection and enter an order granting final approval of the Settlement.

Dated: June 24, 2022

Respectfully submitted,

KALIELGOLD PLLC

By:_____

Jeffrey D. Kaliel
Sophia G. Gold

Attorneys for Plaintiffs and the Classes

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I am employed in the District of Columbia. I am over the age of 18 and not a party to the within action. My business address is 1100 15th Street NW, 4th Floor, Washington, DC 20005.

On **June 24, 2022**, I served the document(s) described as:

RESPONSE TO OBJECTION AND NOTICE TO APPEAR AT VIRTUAL FAIRNESS HEARING OF STEVEN HELFAND

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

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CHIPOLTE MEXICAN GRILL, INC.

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 24, 2022**, at Los Angeles, California.

NEVA R. GARCIA

Signature