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9 Attorneys for Plaintiff  
10 CHIPOTLE MEXICAN GRILL, INC.

11 D-73 RAFAEL OWENKEO

12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
13 COUNTY OF LOS ANGELES

FILED  
Superior Court of California  
County of Los Angeles

MAR 07 2014

Sherri R. Carter, Executive Officer/Clerk  
By Myrna Beltran Deputy

A6020  
90067

14 CHIPOTLE MEXICAN GRILL, INC.,

15 Plaintiff,

16 v.

17 CHRISTOPHER BREAUX, p/f/a Frank  
18 Ocean,

19 Defendant.

Case No.:

BC538840

PLAINTIFF CHIPOTLE MEXICAN GRILL,  
INC.'S COMPLAINT

20 Plaintiff Chipotle Mexican Grill, Inc., by and through its attorneys Messner Reeves LLP,  
21 hereby files its Complaint against Defendant Christopher Breaux, p/f/a Frank Ocean, and in support  
22 thereof states as follows:

### 23 PARTIES, JURISDICTION, AND VENUE

24 1. Plaintiff Chipotle Mexican Grill, Inc. ("Chipotle") is a Delaware corporation with its  
25 principal place of business in Denver, Colorado.

26 2. Upon information and belief, Defendant Christopher Breaux, p/f/a Frank Ocean  
27 ("Ocean") is an individual with his primary residence in the State of California.

28 3. Jurisdiction over all causes of action herein is proper in the Los Angeles County  
Superior Court pursuant to California Constitution, Article VI, Section 10. Jurisdiction over  
Defendant Ocean is proper in the Los Angeles County Superior Court because Chipotle and Ocean

RECEIVED: 03/07/14 04:06 PM  
DATE PAID: 03/07/14 04:06 PM  
PAYMENT: \$435.00  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

CIT/CASE: BC538840  
LEAD/DEF#:

03/07/2014

1 conducted business in the State of California. Moreover, pursuant to Paragraph 14 of the agreement  
2 at issue in this matter ("Agreement"), disputes regarding the Agreement "shall be subject to the  
3 jurisdiction of the courts of Los Angeles, California." A true and correct of the Agreement is  
4 attached hereto as **Exhibit 1**.

5 4. Venue in Los Angeles County is proper pursuant to Cal. Code Civ. Proc. § 395  
6 because the underlying contract in dispute was entered into in Los Angeles County, and the  
7 obligation was to be performed in Los Angeles County. Moreover, pursuant to Paragraph 14 of the  
8 Agreement at issue in this matter, disputes regarding the Agreement "shall be subject to the  
9 jurisdiction of the courts of Los Angeles, California." Ex. 1, Agreement, ¶ 14.

#### 11 **FACTUAL BACKGROUND**

12 5. In 2013, Chipotle developed a promotional marketing campaign named The  
13 Scarecrow that in part consisted of an animated online film, a related video game for mobile  
14 devices, and a master recording track of a song entitled "Pure Imagination" (campaign collectively  
15 referred to as "The Scarecrow"). The master recording track of "Pure Imagination" ("Master") was  
16 to be synchronized with the online film and the mobile-device game and made available as an  
17 individual digital download for sale or streaming.

18  
19 6. Chipotle contracted the services of Creative Artists Agency ("CAA") in part to  
20 obtain talent to record the Master.

21 7. On June 19, 2014, CAA presented to Chipotle, through Messner Reeves LLP, a  
22 request from Ocean to record the Master for The Scarecrow campaign.

23 8. Chipotle, and Chipotle's CAA representatives, discussed with Ocean the content and  
24 purpose of The Scarecrow campaign, which was to raise awareness of the dangers of industrial  
25 farming and promoting local, sustainably-sourced food.

26 9. Chipotle, and Chipotle's CAA representatives, expressly informed Ocean that The  
27 Scarecrow campaign was being funded by, and was an advertisement for, Chipotle. This mutual  
28

1 understanding that the Master was to be utilized "in connection with the promotion for Chipotle"  
2 was expressly incorporated into the Agreement. Ex. 1, Agreement, p. 1.

3 10. Chipotle, and Chipotle's CAA representatives, also showed to Ocean the film to  
4 which his recording would provide the soundtrack. At the time of Ocean's initial viewing, the film  
5 was only approximately 80 percent completed and did not contain the Chipotle logo ("Bumper") at  
6 the end of the film. Chipotle, and Chipotle's CAA representatives, expressly informed Ocean that  
7 the film was not complete.  
8

9 11. On July 9, 2013, Chipotle and Ocean executed the Agreement covering, *inter alia*,  
10 the recording, editing, and distribution of Pure Imagination.

11 12. Pursuant to the Agreement, Ocean was required to deliver the Master to Chipotle no  
12 later than August 7, 2013. Chipotle expressly informed Ocean that this deadline was of the utmost  
13 importance because of other time-sensitive matters that were contingent upon the completion of The  
14 Scarecrow.  
15

16 13. Ocean was to be compensated a total of \$425,000.00 for his recording of Pure  
17 Imagination—\$212,500.00 upon execution of the Agreement and the remaining \$212,500.00 "upon  
18 Chipotle's acceptance of the Master."  
19

20 14. Upon execution of the Agreement, CAA paid to Ocean the initial \$212,500.00 on  
21 behalf of Chipotle. CAA then invoiced Chipotle, and in or around August 2013, Chipotle paid  
22 \$212,500.00 to CAA.

23 15. Upon information and belief, before August 7, 2013, Chipotle delivered to Ocean the  
24 final animated film—which contained the Bumper—in order to allow Ocean time to prepare for his  
25 recording of the Master.  
26

27 16. According to Ocean, Ocean did not view the final animated film prior to entering the  
28 studio to record Pure Imagination on August 7, 2013, the last day to deliver the Master to Chipotle  
under the Agreement.

1 17. Upon information and belief, on August 7, 2013, prior to recording the Master,  
2 Ocean viewed The Scarecrow film in the studio and at that time objected to the Chipotle Bumper  
3 appearing at the end of the film. Upon information and belief, due to this Bumper, Ocean refused to  
4 record any part or version of Pure Imagination and exited the studio.

5 18. Upon information and belief, later that same evening, Ocean and Chipotle's CAA  
6 representative discussed Ocean's objection to the film, and Ocean expressly refused to perform until  
7 the Bumper was removed from The Scarecrow film.  
8

9 19. Nowhere in the Agreement is Ocean granted any rights in connection with the  
10 content of The Scarecrow film, nor is Ocean's obligation under the Agreement in any way  
11 contingent upon his approval of the content—including, but not limited to, the Bumper—of The  
12 Scarecrow film.

13 20. On August 7, 8, and 9, 2013, Chipotle's CAA representative notified Ocean that he  
14 failed to deliver the Master by the August 7, 2013 deadline in the Agreement.  
15

16 21. On August 15, 2013, Ocean's counsel sent to Chipotle's counsel an email stating, in  
17 pertinent part:

18 When Frank was asked to participate in this project, Chipotle's  
19 representatives told him that the thrust of the campaign was to  
20 promote responsible farming. There was no Chipotle reference or  
21 logo in the initial presentation, and Chipotle told Frank that was an  
22 intentional element of the campaign. Frank was also promised that  
23 he'd have the right to approve the master and all advertising,  
24 promotional and publicity materials, and that was incorporated into  
25 the agreement Frank signed with Chipotle (the "Agreement").  
26 Chipotle materially breached the Agreement when it refused to permit  
27 Frank to approve the music for the ad and when it refused to remove  
28 the Chipotle logo from the ad. At that point, Frank had the right to  
terminate the Agreement, which he exercised.

A true and correct copy of the August 15, 2013 email is attached hereto as **Exhibit 2**.

22. To reiterate, despite Ocean's counsel's statements to the contrary, nowhere in the  
Agreement is Ocean granted any rights in connection with the content of The Scarecrow film, nor is

SHORT TITLE:

ANDREA MARTINEZ v. GREEN TREE SERVICING, LLC,,et.,al.,

CASE NUMBER

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		<b>ADDRESS:</b> 3200 WILSHIRE BOULEVARD
<b>CITY:</b> LOS ANGELES	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90010

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the LOS ANGELES courthouse in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: March 7, 2014

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

03 / 07 / 2014

1           28. Plaintiff incorporates by reference the allegations contained in the preceding and  
2 subsequent paragraphs of this Complaint as if set forth fully herein.

3           29. The Agreement is a valid contract entered into between Chipotle and Ocean. See Ex.  
4 1, Agreement, ¶ 14 ("This Agreement shall be a binding agreement between the parties hereto.").

5           30. When Ocean walked out of the studio on August 7, 2013 and expressly stated that he  
6 refused to record Pure Imagination, Ocean repudiated the Agreement and anticipatorily breached  
7 the Agreement on August 7, 2013. Ocean's repudiation of the Agreement on August 7, 2013 was  
8 confirmed by Ocean's counsel in her August 15, 2013 email. See Ex. 2, August 15, 2013 Email.

9           31. Ocean's repudiation was unjustified, as he had no rights, contractual or otherwise, to  
10 condition his performance and delivery of the Master on his approval of The Scarecrow film.

11           32. "When a promisor repudiates a contract, the injured party faces an election of  
12 remedies: he can treat the repudiation as an anticipatory breach and immediately seek damages for  
13 breach of contract, thereby terminating the contractual relation between the parties, or he can treat  
14 the repudiation as an empty threat, wait until the time for performance arrives and exercise his  
15 remedies for actual breach if a breach does in fact occur at such time." *Taylor v. Johnston*, 539 P.2d  
16 425, 430 (Cal. 1975) (citing *Guerrieri v. Severini*, 51 Cal.2d 12, 18-19, 330 P.2d 635 (Cal. 1958)).

17           33. Ocean breached the Agreement by failing to deliver the Master by the date specified  
18 in the Agreement.

19           34. Moreover, it is well established that "the normal effect of repudiation" by one party  
20 to a contract "is the excuse of performance" by the other party. *Naify v. Pacific Indemnity Co.* 11  
21 Cal.2d 5, 10, 76 P.2d 663 (Cal. 1938); accord, *Guerrieri v. Severini*, 51 Cal.2d 12, 18, 330 P.2d 635,  
22 638 (Cal. 1958); *Gold Min. & Water Co. v. Swinerton*, 23 Cal.2d 19, 33, 142 P.2d 22, 29 (Cal.  
23 1943). Nonetheless, Chipotle fully performed its obligations under the Agreement.

24           35. Chipotle has sustained and will continue to sustain substantial damages as a result of  
25 Ocean's breach of the Agreement, in an amount to be proven at trial.  
26  
27  
28

1 36. All conditions precedent to the maintenance of this action have been performed or  
2 have occurred.

3 **SECOND CLAIM FOR RELIEF**  
4 (Unjust Enrichment)

5 37. Plaintiff incorporates by reference the allegations contained in the preceding and  
6 subsequent paragraphs of this Complaint as if set forth fully herein.

7 38. Ocean has received the benefit of the \$212,500.00 that Chipotle paid to him.

8 39. Ocean has been unjustly enriched by retaining the benefit of Chipotle's \$212,500.00  
9 without providing the Master, or any other services, to Chipotle.

10 40. Ocean does not deny that he has retained Chipotle's \$212,500.00, despite the fact  
11 that he never provided to Chipotle any of the services that he promised.

12 41. Under the circumstances, it would be unjust and inequitable to allow Ocean to be so  
13 enriched.

14 42. As a direct and proximate result of Ocean's unjust retention of Chipotle's  
15 \$212,500.00, Chipotle has sustained and will continue to sustain substantial damages, in an amount  
16 to be proven at trial.

17 43. All conditions precedent to the maintenance of this action have been performed or  
18 have occurred.

19 **THIRD CLAIM FOR RELIEF**  
20 (Promissory Estoppel)

21 44. Plaintiff incorporates by reference the allegations contained in the preceding and  
22 subsequent paragraphs of this Complaint as if set forth fully herein.

23 45. Ocean promised to Chipotle that he would deliver the Master to Chipotle no later  
24 than August 7, 2013. Ocean made this promise after Chipotle made him aware that this deadline  
25 was of the utmost importance because of other time-sensitive matters that were contingent upon the  
26 completion of The Scarecrow.  
27  
28

1           46. In reliance on Ocean's promise, Chipotle paid to Ocean \$212,500.00 and at the time  
2 of the execution of the Agreement did not seek to retain the services of other artists.

3           47. Ocean should reasonably have expected that his promise would induce action, or  
4 inaction as the case may be, by Chipotle.

5           48. Such reliance by Chipotle was reasonable, and Chipotle relied on Ocean's promise to  
6 its detriment, in the amount of at least \$212,500.00.

7           49. Ocean has refused to return to Chipotle the \$212,500.00. As a result, Ocean's  
8 promise has resulted in injustice to Chipotle, and Chipotle has sustained damages as a result of  
9 Ocean's conduct.

10           50. All conditions precedent to the maintenance of this action have been performed or  
11 have occurred.

12           WHEREFORE, Plaintiff Chipotle Mexican Grill, Inc. respectfully requests that this Court:

- 13           A. Enter judgment in Plaintiff's favor and against Defendant for such actual damages as  
14 this Court may deem appropriate, in an amount to be proven at trial;  
15  
16           B. Award to Plaintiff all reasonable attorney fees, costs, and expert witness fees  
17 incurred in connection with the prosecution of this action, in an amount to be proven  
18 at trial;  
19  
20           C. Pre-judgment and post-judgment interest on any award of damages to the extent  
21 permitted by law; and  
22           D. Such other and further relief as this Court may deem appropriate.

23           **Plaintiff demands a trial by jury as to all claims so triable.**

24           Dated: March 7, 2014.

25           MESSNER REEVES LLP

26           By: /s/ Robert B. Hinckley, Jr.  
27               Robert B. Hinckley, Jr.  
28               Attorneys for Plaintiff  
              CHIPOTLE MEXICAN GRILL, INC.



03/07/2014

July 2, 2013

Chipotle Mexican Grill, Inc.  
c/o Jeff Estow  
Creative Artists Agency  
2000 Avenue of the Stars  
Los Angeles, CA 90067

**RE: CHIPOTLE - w- FRANK OCEAN / "PURE IMAGINATION" MASTER RECORDING &  
"THE SCARECROW" MUSIC VIDEO**

Gentlepersons:

This letter constitutes an offer and acceptance of the material terms of the agreement ("Agreement") entered into between Chipotle Mexican Grill, Inc. ("Chipotle") and Frank Ocean ("Artist") for Artist to record a lyrically faithful version of the song entitled "Pure Imagination" (the "Master") for use solely (i) in synchronization with the short-form music video currently entitled "The Scarecrow" (the "Video"), (ii) in synchronization with the mobile device game currently entitled "The Scarecrow" (the "Game"), and (iii) as an individual digital download for sale or streaming via iTunes and other authorized digital service providers ("DSPs") in connection with the promotion for Chipotle contemplated by the parties hereto.

The terms are as follows:

1. Delivery of the Master; Artist's Services. Artist will: (i) provide his vocal and recording services and deliver the Master to Chipotle by Aug 7, 2013 (the "Delivery Date"); (ii) meaningfully consult with Chipotle regarding the Master and will make a good faith effort to deliver a master recording that is consistent with the conversations between Chipotle and Artist and in keeping with Chipotle's intent to make the Master available to the public pursuant to the terms of this Agreement; and (iii) make a good faith effort to support the promotion via social media (collectively, the "Services").
2. Method of Exploitation. Chipotle may distribute the Video and Game via all forms of media distribution and sell the Master online as an individual digital download through DSPs solely as part of the promotion. Chipotle may also authorize the Master for streaming through DSPs solely as part of the promotion. All net proceeds to Chipotle from the sale and distribution of the Master as set forth herein will be donated to The Chipotle Cultivate Foundation.
3. Exclusivity. Artist will not record a commissioned master recording for another restaurant in the category designated as fast casual restaurant for use in that restaurant's promotional game or music video in connection with a promotional marketing campaign for a period of two (2) years from the date of this Agreement.
4. Territory. The territory of this Agreement will be the world.
5. Recording Costs. Chipotle will pay all costs of recording, producing and delivering Artist's performance as embodied in the Master in the amount of Twenty-Five Thousand Dollars (\$25,000) ("Recording Costs"), which shall be payable as follows: Twelve Thousand Five Hundred Dollars (\$12,500) promptly upon Artist's execution of this Agreement, and Twelve Thousand Five Hundred Dollars (\$12,500) promptly upon Artist's delivery of the Master. Chipotle will be responsible for all reasonable and customary expenses in respect of recording studio rental, synchronization costs or any other third party costs or

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expenses, including but not limited to all costs and expenses incurred by Atticus Ross, or such other producer retained by Chipotle, in connection with his or her services as the producer of the Master; provided, however, that any such producer shall be subject to Artist's written approval prior to Artist commencing services hereunder. Further, Artist will have the right to listen to and approve the final Master before its delivery to Chipotle by the producer, provided such approval shall not be unreasonably withheld or delay producer's final delivery of the Master to Chipotle.

6. Compensation. In consideration of all services rendered and rights granted by Artist, Chipotle agrees to pay Artist the sum of Four Hundred Thousand Dollars (\$400,000) (the "Fee"), which shall be payable as follows: Two Hundred Thousand Dollars (\$200,000) promptly upon Artist's execution of this Agreement, and Two Hundred Thousand Dollars (\$200,000) promptly upon Chipotle's acceptance of the Master.

7. Ownership of the Master. The results and proceeds of Artist's services hereunder and the Master shall be Chipotle's sole property in perpetuity and shall be considered a "work made for hire" as such term is defined in the United States Copyright Act, and Chipotle will be the copyright owner thereof for all purposes throughout the universe. To the extent that the Master may not be deemed a "work for hire", Artist hereby irrevocably assigns and agrees to assign to Chipotle all right, title and interest worldwide to the Master. Artist hereby waives any so-called "droit moral" with respect to the Master.

8. Name & Likeness. Subject to Artist's prior written approval in each instance, which approval will not be unreasonably withheld or delayed, Chipotle may use Artist's name, approved likeness, other approved identification and approved biographical material concerning Artist solely in connection with the advertising, promotion and publicity of the Master, Video, and Game as part of the promotion. In connection with the foregoing approval right, Artist will make reasonable efforts to provide such approval or provide the basis for denial of approval within five (5) business days of Chipotle's delivery of advertising, promotional, or publicity materials.

9. Remixing, Editing, Etc. Chipotle may, without Artist's prior written consent, edit, alter, couple or remix the Master only as necessary and required for Chipotle to: (i) customize the Master for synchronization with the Video and Game; (ii) produce different formats for use with DSPs; and (iii) create clips and excerpts of the Master solely for purposes of timing and for use solely as part of the promotion. Chipotle may not otherwise edit, alter, couple or remix the Master or use the Master in any manner other than as specifically set forth herein. The Master may not be used in a derogatory manner. Artist reserves all rights not expressly granted to Chipotle hereunder.

10. Third Party Consents. Chipotle will be solely responsible for obtaining from any and all third parties (including but not limited to the producer of the Master, video producer(s) and publishers of the musical composition) any and all licenses, releases, consents and approvals that may be or prove to have been required in connection with its use of the Master, Video and Game; provided, however, that Artist agrees to obtain any approvals required from Artist's record company in connection with providing the Services set forth in Section 1 above.

11. Representations and Warranties.

(a) Artist warrants and represents that (i) he has the right and power to enter into this Agreement and grant the rights granted to Chipotle by him hereunder, and (ii) Artist will not and does not violate any right or agreement of any third party through the performance of Artist's obligations under the Agreement.

(b) Chipotle represents, warrants and agrees that it (i) has the right and power to enter into this Agreement; (ii) will obtain all necessary music publishing licenses and consents, including, but not limited to, synchronization licenses, mechanical licenses and public performance licenses, if applicable, and be

responsible for and pay any and all fees, advances or other consideration becoming due or payable in connection therewith to use, sell and distribute the Master as set forth herein; (iii) will take all actions and make any and all payments (including, without limitation, new-use fees, re-use fees, talent, pension, health, and retirement payments, and any related consents) that may be required under any applicable collective bargaining agreement; and (iv) will comply with all laws, rules, statutes, requirements, regulations and orders of any governmental authority (including but not limited to laws governing advertising, trademarks and copyrights).

12. Indemnification. The parties hereby indemnify, save, and hold each other harmless from and against any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable outside attorneys' fees) (collectively, "Losses") arising out of or connected with any third party claim, demand, or action (each, a "Claim") which is inconsistent with any of the warranties, representations or covenants made by the parties in this Agreement.

13. Termination. In the event that Artist does not deliver a master reasonably satisfactory to Chipotle by the Delivery Date, Chipotle may terminate this Agreement if after providing written notice (either by personal delivery, certified mail return receipt requested or by courier service such as FedEx) to Artist specifying its dissatisfaction, Artist fails to cure the same within ten (10) business days after Artist's receipt of such notice. Upon termination pursuant to this Section 13, Chipotle shall be discharged of any further obligation to compensate Artist, Artist shall remit to Chipotle all amounts paid to Artist for his services, and Chipotle shall have no right or claim to the recordings made by Artist in his attempt to deliver the Master.

14. Miscellaneous. This Agreement shall be a binding agreement between the parties hereto. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto, or constitute either party the agent or employee of the other. If any part of this Agreement shall be invalid or unenforceable, it shall not affect the balance of this Agreement. This Agreement (a) may not be amended, modified or cancelled, unless confirmed by a document in writing signed by both parties; (b) shall be governed by and construed under the laws of the State of California; and (c) shall be subject to the jurisdiction of the courts of Los Angeles, California.

15. More Formal Agreement. The parties contemplate the execution of a long-form agreement embodying the terms and conditions set forth herein. Unless and until replaced by such long-form agreement, this Agreement shall constitute a valid and binding agreement between the parties hereto, and shall supercede all prior drafts, correspondence and negotiations between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**ACCEPTED AND AGREED TO:**

**CHIPOTLE MEXICAN GRILL, INC.**

**FRANK OCEAN**

By: Mark Crumpacker  
Mark Crumpacker, Chief Marketing Officer

Christopher Breaux p/k/a Frank Ocean

Date: July 9, 2013

Date: \_\_\_\_\_

responsible for and pay any and all fees, advances or other consideration becoming due or payable in connection therewith to use, sell and distribute the Master as set forth herein; (iii) will take all actions and make any and all payments (including, without limitation, new-use fees, re-use fees, talent, pension, health, and retirement payments, and any related consents) that may be required under any applicable collective bargaining agreement; and (iv) will comply with all laws, rules, statutes, requirements, regulations and orders of any governmental authority (including but not limited to laws governing advertising, trademarks and copyrights).

12. Indemnification. The parties hereby indemnify, save, and hold each other harmless from and against any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable outside attorneys' fees) (collectively, "Losses") arising out of or connected with any third party claim, demand, or action (each, a "Claim") which is inconsistent with any of the warranties, representations or covenants made by the parties in this Agreement.

13. Termination. In the event that Artist does not deliver a master reasonably satisfactory to Chipotle by the Delivery Date, Chipotle may terminate this Agreement if after providing written notice (either by personal delivery, certified mail return receipt requested or by courier service such as FedEx) to Artist specifying its dissatisfaction, Artist fails to cure the same within ten (10) business days after Artist's receipt of such notice. Upon termination pursuant to this Section 13, Chipotle shall be discharged of any further obligation to compensate Artist, Artist shall remit to Chipotle all amounts paid to Artist for his services, and Chipotle shall have no right or claim to the recordings made by Artist in his attempt to deliver the Master.

14. Miscellaneous. This Agreement shall be a binding agreement between the parties hereto. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto, or constitute either party the agent or employee of the other. If any part of this Agreement shall be invalid or unenforceable, it shall not affect the balance of this Agreement. This Agreement (a) may not be amended, modified or cancelled, unless confirmed by a document in writing signed by both parties; (b) shall be governed by and construed under the laws of the State of California; and (c) shall be subject to the jurisdiction of the courts of Los Angeles, California.

15. More Formal Agreement. The parties contemplate the execution of a long-form agreement embodying the terms and conditions set forth herein. Unless and until replaced by such long-form agreement, this Agreement shall constitute a valid and binding agreement between the parties hereto, and shall supercede all prior drafts, correspondence and negotiations between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ACCEPTED AND AGREED TO:

CHIPOTLE MEXICAN GRILL, INC.

By: \_\_\_\_\_  
Mark Crumpacker, Chief Marketing Officer

Date: \_\_\_\_\_

FRANK OCEAN

  
Christopher Breau p/k/a Frank Ocean

Date: 7/8/2013

03/07/2014

**From:** Stephanie Kika [<mailto:skika@khpblaw.com>]  
**Sent:** Thursday, August 15, 2013 8:31 PM  
**To:** Marshall Custer; Estow Asst, Jeff ([JEstowAsst@caa.com](mailto:JEstowAsst@caa.com))  
**Cc:** [clancy@4strikes.com](mailto:clancy@4strikes.com); [kelly@4strikes.com](mailto:kelly@4strikes.com); Peter Paterno  
**Subject:** Chipotle -w- Frank Ocean

Marshall,

When Frank was asked to participate in this project, Chipotle's representatives told him that the thrust of the campaign was to promote responsible farming. There was no Chipotle reference or logo in the initial presentation, and Chipotle told Frank that was an intentional element of the campaign. Frank was also promised that he'd have the right to approve the master and all advertising, promotional and publicity materials, and that was incorporated into the agreement Frank signed with Chipotle (the "Agreement"). Chipotle materially breached the Agreement when it refused to permit Frank to approve the music for the ad and when it refused to remove the Chipotle logo from the ad. At that point, Frank had the right to terminate the Agreement, which he exercised.

Nonetheless, Frank advises us that he's prepared to permit Chipotle to cure its breach. Toward this end, Chipotle must provide Frank assurances that it will honor its contractual obligations and tender Frank the approval rights to which he is entitled. If Chipotle does so, Frank will provide his vocal services as initially contemplated. However, if Chipotle does not do so, Frank will accept Chipotle's repudiation of the Agreement and expect prompt, full payment of the balance of his fee under the Agreement.

All of our client's rights are reserved.

Best regards,

Stephanie

Stephanie Kika, Esq.  
King, Holmes, Paterno & Berliner, LLP  
1900 Avenue of the Stars  
25<sup>th</sup> Floor  
Los Angeles, CA 90067  
P: (310) 282-8935  
F: (310) 282-8903  
[skika@khpblaw.com](mailto:skika@khpblaw.com)

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03/07/2014



# MESSNER REEVES LLP

DENVER | LOS ANGELES | NEW YORK

SCOTT L. EVANS  
sevans@messner.com

DIRECT DIAL:  
(303) 405-4192

February 13, 2014

Via FedEx:

Via Email:

Mr. Peter Paterno, Esq.  
King, Holmes, Paterno & Berliner, LLP  
1900 Avenue of the Stars, 25<sup>th</sup> Floor  
Los Angeles, California 90067-4506

peterpat@khpblaw.com

**RE: Frank Ocean Non-performance and Repudiation of Contract; Demand for  
Return Payment of \$212,500.**

Dear Mr. Paterno:

This firm represents Chipotle Mexican Grill, Inc. ("Chipotle") regarding its legal matters including entertainment law and litigation matters. We write this letter to you regarding Frank Ocean's non-performance of vocal and other creative services related to the delivery of a master track of "Pure Imagination" for Chipotle's Scarecrow marketing campaign.

As you are aware, Chipotle engaged your client, Mr. Ocean, to record a vocal performance of the musical composition "Pure Imagination" for synchronization with various elements of Chipotle's Scarecrow marketing campaign pursuant to a letter agreement dated on or about July 9, 2013 (the "Agreement"). The Agreement provided that the final master track was to be delivered to Chipotle by August 7, 2013 in order to ensure that Chipotle could meet third-party deadlines with regard to the release of the Scarecrow campaign. On the evening of August 7, 2013, the last day to perform under the Agreement, Mr. Ocean entered the recording studio for the first time to record his vocal track and subsequently refused to make any recording. Your client communicated his refusal later that night to Chipotle via the Creative Artists Agency (CAA).<sup>1</sup> Mr. Ocean stated that his refusal to perform was based upon his objection to a "Chipotle Logo" bumper that appeared at the end of the Scarecrow animated short video (the "Video"). According to Agreement, Mr. Ocean had no right to approve the Video and was fully aware that the Scarecrow campaign was a Chipotle marketing promotion.

Your client's refusal to perform under the Agreement caused Chipotle to expend substantial time and money to find and retain a suitable replacement artist to record a vocal track for the Scarecrow campaign and contributed to the delay of the Scarecrow campaign's original launch date. Your client has also refused to return the \$212,500 that Chipotle paid as an initial

<sup>1</sup> Mr. Ocean's termination of the contract was later restated by Ms. S. Kika, attorney for Mr. Ocean and associate with King, Holmes, Paterno & Berliner, LLP, in an email to Mr. M. Custer, attorney for Chipotle, dated August 15, 2013.

03/07/2014

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launch date. Your client has also refused to return the \$212,500 that Chipotle paid as an initial deposit for Mr. Ocean's performance under the Agreement. Our firm has investigated the communications between CAA, Chipotle, your firm, and Mr. Ocean's agents, as well as the other facts relevant to this case, and we have determined it is proper for Chipotle to take legal action against Mr. Ocean for the recovery of its losses.

In light of the foregoing, and in an attempt to avoid litigation, we demand the immediate repayment of the \$212,500.00 paid to Mr. Ocean by CAA on Chipotle's behalf. We request a prompt response indicating your receipt of this notice and willingness to comply with the demands set forth herein within ten (10) days of the date of this letter. In the event that we cannot reach an expedited resolution to the issues at hand, Chipotle intends to pursue any and all legal remedies available to it at law or in equity and reserves all rights related to the same. Please feel free to contact me directly with any questions.

Very truly yours,

**MESSNER REEVES LLP**

/s/

Scott L. Evans

cc: Mark Crumpacker  
Corky Messner, Esq.  
Marshall Custer, Esq.  
Michael Toll, Esq.

03 / 07 / 2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Robert B. Hinckley, Jr., (CA State Bar No. 290786)</b>		FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles  <b>MAR 07 2014</b>  Sherri R. Carter, Executive Officer/Clerk By <u>Myrna Beltran</u> Deputy Myrna Beltran	
11620 Wilshire Blvd., Suite 900 Los Angeles, CA 90025 TELEPHONE NO.: <b>310-909-7440</b> FAX NO.: <b>310-889-0896</b>		ATTORNEY FOR (Name): <b>Robert B. Hinckley, Jr.</b>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>110 North Grand Ave.</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk Courthouse</b>			
CASE NAME: <b>Chipotle Mexican Grill, Inc. v. Christopher Breaux, p/f/a Frank Ocean</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)		<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	
<input type="checkbox"/> <b>Counter</b>		<input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: <b>BC538840</b>		JUDGE: DEPT:	

BY FAX

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/W (23) <b>Non-PIPD/W (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/W tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **3**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:  
**Robert B. Hinckley, Jr.**

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (48) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case  
Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE

Chipotle Mexican Grill, Inc. v. Christopher Breaux, p/f/a Frank Ocas

CASE NUMBER

BC538840

BY FAX

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 3 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE

Chipotle Mexican Grill, Inc. v. Christopher Breaux, p/f/a Frank Ocea

CASE NUMBER

Non-Personal Injury/Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Chipotle Mexican Grill, Inc. v. Christopher Breaux, p/f/a Frank Ocea

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1., 2., 8.		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.		
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE:

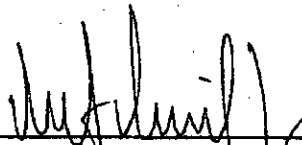
Chipotle Mexican Grill, Inc. v. Christopher Breaux, p/f/a Frank Oce

CASE NUMBER

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		<b>ADDRESS:</b> 2000 Avenue of the Stars Los Angeles, CA 90067
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90067

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Staley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 3/6/2014
  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

03 / 07 / 2014