

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:17-cv-01415

TODD GORDON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CHIPOTLE MEXICAN GRILL, INC.,

Defendant.

DECLARATION OF BENNETT G. PICKER

I, Bennett G. Picker, declare as follows:

1. I am Senior Counsel at the law firm of Stradley Ronon Stevens & Young, LLP in Philadelphia, Pennsylvania. I have personal knowledge of the information contained herein, and if called as a witness could and would testify competently thereto. I am providing this declaration to describe for the Court the process by which agreement was reached on both the settlement and attorneys' fees. All parties expressly reserve the mediation and other applicable privileges.

2. I have been a full-time mediator for 14 years. I have over 30 years of experience mediating complex business disputes, including numerous class actions and data breach cases. A copy of my qualifications is attached as Exhibit A.

3. On January 9, 2019, I was selected by counsel for the parties to serve as the mediator for this case. The mediation was scheduled to occur on February 12, 2019 in West Palm Beach, Florida.

4. At my request, the parties submitted confidential mediation briefs to me on January 25. These helped me gain an understanding of the procedural posture of the case, and of the merits of the parties' respective positions. It was clear to me from reading these submissions that the case presented significant risks to both sides.

5. On February 4 in advance of the mediation session, I held two separate telephone conferences with counsel.

6. The February 12, mediation session lasted all day. In addition to counsel for the parties and myself, a Chipotle representative attended in person.

7. Ultimately, the parties agreed upon the settlement terms that were subsequently presented to the Court. All of these terms were negotiated extensively during the mediation.

8. Also as part of the parties' agreement reached at the conclusion of the mediation, Chipotle agreed to undertake significant measures to increase its data security measures. These measures were also the subject of negotiation during the mediation. The parties did not discuss attorneys' fees, litigation expenses or incentive awards until after the material substantive terms of the settlement had been agreed upon. After hours of negotiation on this point, the parties finally reached an agreement on the appropriate amount of Plaintiffs' attorneys fees and expenses, subject to Court approval. The parties also agreed on the service award payment amounts to each of the class representatives, which is likewise subject to Court approval.

9. At all times, these negotiations were conducted at arm's length and in good faith. At all times these lawyers with whom I met zealously represented the interests of their clients. I was impressed by the quality of advocacy of counsel on both sides, and can attest that there was a significant amount of work that went into reaching the result that was achieved in this case for the benefit of Plaintiffs and the class.

I declare pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on August 13, 2019

By:



Bennett G. Picker (PA Bar ID No. 13300)
Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103
Tel: (215) 564-8054
Email: bpicker@stradley.com