

**OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS
CITY OF NEW YORK**

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DEPARTMENT OF CONSUMER AND WORKER
PROTECTION,

**FIRST AMENDED FAIR
WORKWEEK AND PAID
SAFE/SICK TIME PETITION**

Petitioner,

-against-

Index No. 200501

CHIPOTLE MEXICAN GRILL, INC.,

Record Nos. 2018-00094-ENF
2018-00216-ENF
2019-00649-ENF

Respondent.

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Petitioner, DEPARTMENT OF CONSUMER AND WORKER PROTECTION (the “Department”),¹ by its attorneys, HILLARY SCRIVANI and ELIZABETH WAGONER, alleges as follows:

INTRODUCTION

1. This is an action arising out of the failure of Chipotle Mexican Grill, Inc. (“Chipotle” or “Respondent”) to comply with the New York City Fair Workweek Law, Title 20, Chapter 12 of the New York City Administrative Code (the “Fair Workweek Law”), the New York City Earned Safe and Sick Time Act, Title 20, Chapter 8 of the New York City Administrative Code (the “Paid Safe and Sick Leave Law”), and Title 6, Chapter 7 of the Rules of the City of New York (the “Rules”).

2. New York City passed the Fair Workweek Law in 2017 in response to a crisis of irregular and unpredictable scheduling practices in the fast food industry. Prior to the passage of the Fair Workweek Law, it was common for fast food employers to provide employees with schedules with little or no advance notice.² Because shifts varied day-to-day and week-to-week, employees often did not know how much or when they would work, causing income instability and leaving them unable to reliably schedule other commitments outside of work, like second jobs, childcare, or school.³ Frequent last-minute schedule changes, like working late, being assigned to cover a shift at the last minute, or being “cut” early from a shift, exacerbated these problems.⁴ A

¹ The New York City Department of Consumer and Worker Protection was formerly known as the Department of Consumer Affairs. Legislation changing the agency’s name went into effect on August 28, 2020.

² See N.Y. Fast Food Wage Bd. 2015, Report of the Fast Food Wage Board to the NYS Comm. of Labor, 12 (2015) [hereinafter Fast Food Report]; Julia Wolfe et al., Economic Policy Institute, ‘Fair workweek’ laws help more than 1.8 million workers (July 19, 2018), available at <https://www.epi.org/publication/fair-workweek-laws-help-more-than-1-8-million-workers/>.

³ See Hearing on Intros. 1384, 1387, 1388, 1395, 1396, & 1399 in relation to requiring fair scheduling practices in the fast food industry, NYC Council Committee on Civil Service and Labor (March 3, 2017) [hereinafter Fair Scheduling Practices Hearing] (testimony of Andrea Johnson, Equal Justice Fellow, Nat’l Women’s Law Ctr.); Wolfe et al., *supra* note 2.

⁴ See Fast Food Report, 12; Fair Scheduling Practices Hearing (testimony of Shantel Walker, fast food worker); Fair Scheduling Practices Hearing (testimony of Jose Juarez, fast food worker); Wolfe et al., *supra* note 2.

particularly abusive scheduling practice involved disregarding employees' need to sleep at night by scheduling them to work back-to-back closing shifts late at night and opening shifts early the next morning, a phenomenon colloquially called "clopening."⁵

3. Part-time scheduling was also an issue the Fair Workweek Law sought to address. It was typical in fast food to give workers part-time schedules.⁶ Although many workers wanted full-time hours to earn more income, the fast food industry relied heavily on part time schedules without a pathway to more stable income.⁷ Involuntary part-time work, combined with irregular scheduling that made taking a second job difficult, created significant barriers to fast food workers' ability to stay out of poverty⁸ and dramatically increased workers' risk of hunger and other material hardships.⁹

4. Beyond the problems described above, studies show that unpredictable scheduling practices cause workers to experience increased psychological distress and diminished sleep quality,¹⁰ both of which can contribute to more serious health consequences over time,¹¹ and lead workers' children to more frequently go without appropriate childcare and exhibit negative behaviors.¹² Studies have also shown that parents' nonstandard schedules, including evening work and irregular schedules, are associated with children's diminished language development in early childhood and lower reading and math performance in middle childhood and adolescence.¹³ Unpredictable scheduling is, in fact, a stronger predictor of workers' health and well-being than hourly wages.¹⁴ The average worker would forgo 20 percent of earnings in order to avoid receiving their schedule on short notice.¹⁵

⁵ See Steven Greenhouse, *In Service Sector, No Rest for the Working*, N.Y. TIMES (February 21, 2015), <https://www.nytimes.com/2015/02/22/business/late-to-bed-early-to-rise-and-working-tired.html>.

⁶ See; Fast Food Report, 12; Fair Scheduling Practices Hearing (testimony of Kyle Bragg, 32 BJ SEIU, Secretary President); Wolfe et al., *supra* note 2.

⁷ See Bragg, *supra* note 6; Wolfe et al., *supra* note 2.

⁸ See Fast Food Report, 12; Wolfe et al., *supra* note 2.

⁹ See Daniel Schneider & Kristen Harknett, Shift Project, *It's About Time: How Work Schedule Instability Matters for Workers, Families, and Racial Inequality* (Oct. 2019), available at <https://shift.hks.harvard.edu/its-about-time-how-work-schedule-instability-matters-for-workers-families-and-racial-inequality/>.

¹⁰ See *id.*

¹¹ See JOAN C. WILLIAMS ET AL., CTR. FOR WORK LIFE LAW, *Stable Scheduling Study: Health Outcomes Report* (2019), available at <https://worklifelaw.org/projects/stable-scheduling-study/stable-scheduling-health-outcomes/>.

¹² See Schneider & Harkness, *supra* note 9.

¹³ See NWLC, *Collateral Damage: Scheduling Challenges for Workers in Low-Wage Jobs and their Consequences* (April 2017), available at <https://nwlc.org/wp-content/uploads/2015/06/Collateral-Damage.pdf>; Erika C. Odom et al., *Nonstandard Maternal Work Schedules: Implications for African American Children's Early Language Outcomes*, 28 EARLY CHILDHOOD RES. Q. 379 (2013), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3580868/>; Wen-Jui Han & Liana E. Fox, *Parental Work Schedules and Children's Cognitive Trajectories*, 73 J. MARRIAGE & FAM. 962 (2011), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3207253/>.

¹⁴ See Daniel Schneider et al., Shift Project, *Consequences of Routine Work Schedule Instability for Worker Health and Wellbeing* (Feb. 2019), available at <https://shift.hks.harvard.edu/consequences-of-routine-work-schedule-instability-for-worker-health-and-wellbeing/>.

¹⁵ Alexandre Mas & Amanda Pallais, *Valuing Alternative Work Arrangements*, 107 AM. ECON. REV. 3722 (2017), available at <https://www.aeaweb.org/articles?id=10.1257/aer.20161500>.

5. The Fair Workweek Law contains several interrelated measures to disincentivize or prohibit unpredictable scheduling practices. First, it requires fast food employers to give each worker a good faith estimate of his or her regular schedule. Second, it requires fast food employers to provide workers each weekly schedule 14 days in advance. Third, to disincentivize clopenings and schedule changes made with less than 14 days' notice, the Fair Workweek Law requires fast food employers to pay "premium pay" for each clopening worked and each change to a scheduled shift. Fourth, workers have a right to decline to work any clopening or any time added to the schedule with less than 14 days' notice. Finally, to address part-time work, the Fair Workweek Law requires fast food employers to offer any available shifts to current employees before hiring new employees.

6. Chipotle did not respond to the Fair Workweek Law by moving to a predictable scheduling system. Instead, from the law's inception on November 26, 2017 through at least September 1, 2019, Chipotle maintained the irregular scheduling systems that the law was meant to eradicate. Employees did not receive good faith estimates. They rarely received schedules 14 days in advance. Chipotle continued to change employees' schedules often and at the last minute, and it treated the premium pay requirements as expenses to be avoided not through scheduling predictability, but rather through creation of false documentation of employees' "waivers" of premium pay. Chipotle also did not implement any systems for offering regular shifts to current employees before hiring new employees, which left thousands of employees in an involuntary part-time limbo. Although Chipotle made some efforts to come into compliance beginning in September 2019, it remains out of compliance in significant ways.

7. The Department's analysis of evidence from a sample of Chipotle locations in New York City showed that between November 26, 2017 and September 1, 2019, Chipotle employees experienced approximately 599,693 violations of the Fair Workweek Law citywide and are owed approximately \$150,983,116.00 in relief. Because of Chipotle's systematic failures to comply with the law, each of the estimated 6,500 fast food employees who worked for Chipotle in New York City during this period experienced at least one violation, on average 3.4 per week. This results in approximately \$23,061.00 in relief owed per affected employee.

8. Chipotle also violated the Paid Safe and Sick Leave Law in significant ways from that law's inception in April 2014 through at least January 2020. Chipotle's sick time policy provided that employees could only use 24 hours of paid sick time, not the 40 hours that the law requires. Chipotle's policy also provided that employees could only use sick time for their own illnesses or injuries – but not to care for family members, as the law requires. Employees reported that when they needed to take time off for protected reasons, they were not allowed to, were not paid for the time, or experienced retaliation.

9. By this proceeding, the Department seeks monetary relief for employees whose rights have been violated and civil penalties authorized under Section 2203(h)(1) of the New York City Charter ("Charter"), Sections 20-1208 and 1209 of the Fair Workweek Law, and Section 20-924 of Paid Safe and Sick Leave Law.

RELEVANT STATUTORY AND LEGAL AUTHORITY

The Department's Investigative and Enforcement Authority

10. The Department is the agency designated to enforce the Paid Safe and Sick Leave Law and the Fair Workweek Law, and may investigate compliance upon receiving a complaint and on its own initiative. N.Y.C. Charter § 2203(f); N.Y.C. Admin. Code §§ 20-924(a) and 1207.

11. The Department has broad authority in Paid Safe and Sick Leave Law and Fair Workweek Law investigations, including the ability to serve subpoenas and receive evidence. N.Y.C. Charter § 2203(f); N.Y.C. Admin. Code §§ 20-924(c) and 1207(b)(4).

12. The Department may file a petition alleging violations of the Paid Safe and Sick Leave Law and the Fair Workweek Law with the New York City Office of Administrative Trials and Hearings. N.Y.C. Admin. Code §§ 20-924(c) and 1207(b)(4); 6 R.C.N.Y. § 6-01.

Worker Protections under the Fair Workweek Law

13. The Fair Workweek Law went into effect on November 26, 2017.

14. The Fair Workweek Law covers “fast food employers” that employ “fast food employees” who work at a “fast food establishment.”¹⁶ N.Y.C. Admin. Code § 20-1201. A “fast food establishment” is defined in relevant part as a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. *Id.*

15. The Fair Workweek Law contains several interrelated mechanisms to incentivize stable, regular scheduling and to enable fast food employees to move into full-time work. Each of these mechanisms is discussed below.

16. Good Faith Estimate: Fast food employers are required to provide each fast food employee with a written good faith estimate of the hours, dates, times, and locations of the fast food employee's expected regular work schedule (“good faith estimate”). N.Y.C. Admin. Code § 20-1221(a). The employer must provide a good faith estimate to each employee on or before the employee's first day of work and whenever the employee's expected regular schedule changes. *Id.*

17. Advance Notice of Schedule: Fast food employers must provide each fast food employee with a written work schedule at least 14 days before the first day of each schedule. N.Y.C. Admin. Code §§ 20-1201 and 1221(b)-(c). The schedule must be posted in the workplace and personally provided to each employee, either electronically or on paper. N.Y.C. Admin. Code § 1221(c)(1). When the schedule changes, the employer must provide the employee the new version within 24 hours of making the change. *Id.* § 1221(c)(2).

18. Consent for Additional Hours: Although employers are permitted to add time to fast food

¹⁶ The terms “employee” and “fast food employee” are used interchangeably herein.

employees' schedules or ask them to work late, fast food employees may decline to work additional time that was not included in their initial work schedules, and fast food employers must obtain fast food employees' written consent to work additional time. N.Y.C. Admin. Code § 20-1221(d). This protects employees from last-minute schedule changes that conflict with their other commitments, such as second jobs or childcare. Employers must obtain employee consent to each unique schedule change; general or ongoing consent is insufficient. 6 R.C.N.Y. § 7-606(a).

19. Schedule Change Premium Pay: If a fast food employer makes a change of more than 15 minutes to a fast food employee's schedule with less than 14 days' notice, the fast food employer must pay the employee a schedule change premium ("premium pay"). N.Y.C. Admin. Code § 20-1222(a); 6 R.C.N.Y. § 7-606(b). The amount of premium pay owed is between \$10 and \$75 per schedule change, depending on how much advance notice the employee received, and whether the employer added or subtracted time from the work schedule. N.Y.C. Admin. Code § 20-1222(a).

20. Premium Pay Exceptions: There are four exceptions to the obligation to pay premium pay: (1) when the employer's operations cannot begin or continue due to specific types of emergencies; (2) when an employee requests a schedule change in writing; (3) when two employees swap shifts; or (4) when the employee will receive overtime pay for hours added. N.Y.C. Admin. Code § 20-1222(c). Absent evidence of one of these exceptions, an employer must pay premium pay for any schedule change of more than 15 minutes. N.Y.C. Admin. Code § 20-1222(a), 6 R.C.N.Y. § 7-606(b). An employee's consent or agreement to a schedule change initiated by the employer does not give rise to exception to the premium pay requirement. N.Y.C. Admin. Code §§ 20-1222(c) and 1241(e).

21. Clopenings: Fast food employers cannot require fast food employees to work shifts spanning two calendar days and with less than eleven hours between the shifts ("clopening"), unless the fast food employee consents in writing to work a clopening and the fast food employer pays the employee \$100 for each such shift worked. N.Y.C. Admin. Code § 20-1231; 6 R.C.N.Y. § 7-601(a). This requirement ensures that employees have enough time to sleep at night between shifts.

22. Access to Hours: Fast food employers must give current part-time employees the opportunity to work more shifts before hiring new employees. This requirement gives part-time employees an opportunity to move into full-time work, and a chance to arrange their regular work schedules around other commitments, like school or childcare. When a fast food employer has available shifts to assign, before hiring new employees the employer must notify current employees of the details of the available shifts, including whether the shifts are recurring and how to express interest in picking them up. N.Y.C. Admin. Code § 20-1241. When an employee picks up a recurring shift under this procedure, the employer must add the shift to the employee's good faith estimate. N.Y.C. Admin. Code § 20-1221(a).

23. Recordkeeping: Fast food employers must maintain records that document their compliance with each of the above requirements of the Fair Workweek Law for three years. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a).

24. Rebuttable Presumption: A fast food employer’s failure to maintain, retain, or produce required records relevant to a material fact alleged by the Department in a notice of violation issued creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

Employee Relief and Civil Penalties for Violations of the Fair Workweek Law

25. The Fair Workweek Law provides for monetary relief for employees of between \$200 and \$500 per employee, per instance for each violation of each employee’s rights. N.Y.C. Admin. Code § 20-1208. The Fair Workweek Law also provides for compensatory damages, recovery of unpaid schedule change premiums or clopening pay, injunctive measures, and any other relief needed to make a fast food employee whole. *Id.*

26. The Fair Workweek Law further provides for a civil penalty of \$500 per employee, per instance for each violation of each employee’s rights. N.Y.C. Admin. Code § 20-1209.

Worker Protections under the Paid Safe and Sick Leave Law

27. The Paid Safe and Sick Leave Law went into effect on April 1, 2014.¹⁷

28. Beginning on January 1, 2021, an employer of 100 or more employees must provide up to 56 hours of paid safe/sick time. N.Y.C. Admin. Code §§ 20-912 and 913(a)(1), (b), and (d). Prior to that date, employers of 5 or more employees were required to provide up to 40 hours of paid safe/sick time. N.Y.C. Admin. Code § 20-913(b).

29. “Paid safe/sick time” is paid time off that employees may take to address their own health needs or those of a family member, or to take safety measures if an employee or family member was the victim of certain domestic or sexual offenses. N.Y.C. Admin. Code § 20-912.

30. Employees accrue safe/sick time at the rate of one hour for every 30 hours worked. Employees may use paid safe/sick time as soon as they accrue it; prior to September 30, 2020 new hires had a 120-day waiting period to use accrued safe/sick time. N.Y.C. Admin. Code §§ 20-913(b) and 913(d).

31. Employees decide when they need to use paid safe/sick time. N.Y.C. Admin. Code § 20-914(c). For an unforeseeable use of safe/sick time, such as an employee or their family member becoming ill or injured, employers may only require notice as soon as practicable under the circumstances. *Id.*; 6 R.C.N.Y. § 7-205(b)-(c).

32. Employers are prohibited from retaliating against workers for exercising protected rights, including but not limited to using safe/sick time. N.Y.C. Admin. Code § 20-918; 6 R.C.N.Y. § 7-108.

33. Except in certain circumstances, employees can carry over up to 40 hours of unused

¹⁷ Amendments to the Paid Safe and Sick Leave Law that pertain to the use of safe time in addition to sick time became effective on May 5, 2018. Amendments to the Paid Safe and Sick Leave Law’s implementing rules, at 6 R.C.N.Y. § 7-201 *et seq.*, became effective on September 20, 2018. Additional amendments to the Paid Safe and Sick Leave Law took effect on September 30, 2020 and January 1, 2021.

safe/sick time from year to year, or if they separate from employment and are re-hired within six months. N.Y.C. Admin. Code §§ 20-913(h) and 913(j); 6 R.C.N.Y. §§ 7-214(e)-(f).

34. Employers must retain records demonstrating compliance with the requirements of the Paid Safe and Sick Leave Law for three years, including records of any policies required pursuant to the Paid Safe and Sick Leave Law. N.Y.C. Admin. Code § 20-920; 6 R.C.N.Y. § 7-212(a). Employers' written safe/sick time policies must meet or exceed the requirements of the Paid Safe and Sick Leave Law and the Rules. 6 R.C.N.Y. § 7-211(c).¹⁸

35. When an employer has an official or unofficial policy or practice that denies a right protected by any provision of the Paid Safe and Sick Leave Law, each and every employee subject to that policy or practice has experienced a violation. 6 R.C.N.Y. § 7-109(h).

36. An employer's failure to maintain a record that must be maintained under the Paid Safe and Sick Leave Law and the Rules that is relevant to a material fact creates a reasonable inference that such fact is true. 6 R.C.N.Y. § 7-111(a).

Penalties and Relief for Violations of the Paid Safe and Sick Leave Law

37. The Paid Safe and Sick Leave Law makes available "all appropriate relief" for current and former employees whose rights to paid safe/sick time have been violated, including \$500 for each instance of safe/sick time requested but unlawfully denied and not used and for each instance an employee is required to find a replacement worker. N.Y.C. Admin. Code §§ 20-924(d) and 924(d)(ii).

38. The Paid Safe and Sick Leave Law further provides for a civil penalty of up to \$500 for first violations and, for subsequent violations within two years, up to \$750 for the second violation and up to \$1,000 for each succeeding violation. N.Y.C. Admin. Code § 20-924(e). Each violation of an employee's rights triggers a separate civil penalty. *Id.*; 6 R.C.N.Y. § 7-213.

39. A civil penalty of up to \$500 may be imposed for any violation of the New York City Administrative Code or of any laws or rules within the Department's jurisdiction. N.Y.C. Charter § 2203(h)(1).

FACTS

The Parties

40. The Department is the New York City agency designated to enforce the Paid Safe and Sick Leave Law and the Fair Workweek Law.

41. Chipotle is a Delaware business corporation registered with the State of New York. It is a national fast food chain that wholly owns and operates over 2,000 Chipotle locations nationwide.

42. At all relevant times, Chipotle has operated approximately 80-90 restaurants in New York

¹⁸ Before amendments to the Rules took effect on September 20, 2018, *id.*, Section 7-12 of the Rules (the previous version of Section 7-211 of the Rules) provided that an employer's written sick time policies must meet or exceed the requirements of the Earned Sick Time Act.

City under the “Chipotle Mexican Grill” brand name. These restaurants are “fast food establishments” within the meaning of the Fair Workweek Law. At all relevant times, Chipotle has primarily served food and drink items; has required customers to pay for their food before eating; and has not offered table service. Chipotle is an integrated chain of 30 or more establishments nationally.

43. At all relevant times, Chipotle has employed “fast food employees” as defined by the Fair Workweek Law, whose job duties included at least one of the following: customer service, cooking, food or drink preparation, stocking supplies or equipment, and cleaning or routine maintenance.

44. Chipotle is a fast food employer under the Fair Workweek Law and an employer under the Paid Safe and Sick Leave Law.

45. This petition constitutes a “notice of violation” within the meaning of N.Y.C. Admin. Code §§ 20-924(c) and 1206(b).

The Department’s Investigation of Chipotle

46. In 2018, the Department initiated an investigation under Enforcement Numbers 2018-00094-ENF and 2018-00216-ENF into Chipotle’s compliance with the Fair Workweek Law and the Paid Safe and Sick Leave Law (“the first investigation”), after receiving complaints from over 30 fast food employees working in five Chipotle restaurants in Brooklyn.

47. The Department served document and information requests on Chipotle in February 2018 and August 2018, seeking evidence related to compliance in the five Brooklyn Chipotle restaurants that were the subject of the complaints in the first investigation. Chipotle produced documents and other information in partial response to the document and information requests between March and September 2018.

48. On August 7, 2019, after receiving new complaints from over 40 fast food employees working in 11 Chipotle restaurants in Manhattan, the Department opened a second investigation into Chipotle under Enforcement Number 2019-00649-ENF (“the second investigation”), and served document and information requests seeking evidence related to compliance in the 11 Manhattan locations. After opening the second investigation, the Department continued to receive complaints from workers about violations of the Fair Workweek Law and the Paid Safe and Sick Leave Law in Chipotle restaurants across New York City.

49. The Department filed this action on September 10, 2019, seeking employee relief and civil penalties for violations of the Fair Workweek Law and the Paid Safe and Sick Leave Law that the Department identified during the first investigation.

50. From October 2019 through March 2020, Chipotle produced documents and information in partial response to the document requests in the second investigation, which covered the 11 Manhattan locations that were the subject of the initial complaints in the second investigation.

51. As discussed herein, Chipotle failed to produce certain categories of scheduling information the Department requested, in part because it had destroyed paper schedule records

that it was required by law to maintain. However, the evidence Chipotle did produce, as well as evidence that employees provided, shows that Chipotle did not begin to implement key elements of the Fair Workweek Law in any of its New York City locations until approximately September 2019. This evidence also showed that Chipotle imposed illegal scheduling policies and practices on all of its New York City restaurants that led to significant violations of employees' rights citywide.

52. On April 26, 2021, the Department issued a second document and information request to Chipotle seeking citywide evidence of Chipotle's scheduling and sick time practices.

53. The Department's investigation is discussed in further detail in the following sections.

Chipotle's Violations of the Fair Workweek Law

54. All facts set forth in Paragraphs 54 to 103 refer to the time period from November 26, 2017 to September 1, 2019, unless otherwise indicated.

55. Chipotle employed approximately 6,500 fast food employees in New York City between November 26, 2017 and September 1, 2019 who were affected by the violations of the Fair Workweek Law set forth herein.

56. Chipotle had standardized policies and practices with respect to scheduling and sick time across all of Chipotle's New York City locations that did not vary significantly from location to location.

57. Fast food employees who have complained or provided information to the Department have reported the same scheduling and sick time policies and practices across different Chipotle locations throughout New York City.

58. Chipotle's managers undergo the same training on scheduling and sick time practices regardless of where they work in New York City.

59. The Department found pervasive and repeating violations of the Fair Workweek Law in the first investigation covering 5 Brooklyn locations, the second investigation covering 11 Manhattan locations, and at other Chipotle locations in New York City for which the Department has obtained information.

60. Based on the standardized nature of Chipotle's New York City scheduling practices and a sample of evidence obtained in the first and second investigations, the Department includes estimated violation counts covering all 80-90 Chipotle locations throughout New York City below. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

Good Faith Estimates

61. Chipotle did not provide any of its New York City fast food employees with a written good faith estimate within the meaning of the Fair Workweek Law.

62. Fast food employees reported to the Department that Chipotle did not provide them with a written good faith estimate.

63. Chipotle did not produce any records of good faith estimates in response to the Department's requests for good faith estimates.

64. Although Chipotle began to make some efforts towards compliance in September 2019, upon information and belief, Chipotle still does not issue compliant good faith estimates to employees.

Advance Notice of Work Schedules

65. Chipotle employees reported to the Department that they usually did not receive their work schedules at least 14 days before the first shift on the schedule, as the Fair Workweek Law requires.

66. During the second investigation, employees provided the Department with hundreds of photographs of the schedules that were posted in their Chipotle workplaces, which were timestamped with a date and time. The timestamps show that Chipotle rarely posted work schedules 14 days in advance.

67. Chipotle did not produce any time-stamped written work schedules like the ones employees photographed in response to the Department's requests for them in the first and second investigations. In approximately November 2019, Chipotle claimed that it could not produce these timestamped paper schedules because its policy and practice in all New York City stores was to destroy them shortly after the end of each work week.

68. Chipotle's destruction of the timestamped written schedules violated the Fair Workweek Law's requirement that Chipotle maintain records "documenting compliance with the applicable requirements" of the Fair Workweek Law, including documents that show "each written schedule provided to an employee." N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(1)(iii).

69. Chipotle engaged in this illegal document destruction even though the Department had put it on notice of the document retention requirement for written schedules three times, through document requests issued in February 2018, August 2018, and August 2019 that referenced the relevant recordkeeping regulation.

70. Chipotle continued to engage in this illegal document destruction until the Department became aware of this practice in early November 2019 and instructed Chipotle to start retaining the timestamped paper copies of schedules.

71. Chipotle created the timestamped printed schedules from a scheduling software program called Menulink, which is a product of NCR Corporation ("NCR").

72. During the second investigation, Chipotle claimed that it could not retrieve any data from Menulink or NCR to re-create the timestamps in the destroyed paper records.

73. Chipotle also claimed that it could not retrieve other data reflecting the dates that

schedules were provided to employees, such as data reflecting the dates schedules were created, published, printed, or transmitted electronically to employees.

74. Upon information and belief, Chipotle can, in fact, retrieve the above-described data reflecting dates it provided schedules to employees.

Written Consent and Premium Pay for Changes to Work Schedules

Schedule Changes Made Without Advance Notice

75. Employees reported to the Department that Chipotle frequently changed their work schedules with little or no advance notice. These types of changes included, for example, requiring employees to work past their scheduled end times, calling them in to work when they were not on the schedule, asking them to leave work early, or telling them not to come in to work a scheduled shift at all.

76. Under the Fair Workweek Law, an employer must pay premium pay for all schedule changes made with less than 14 days' notice, including changes made with little or no advance notice.

77. To avoid the Fair Workweek Law's premium pay requirement, Chipotle illegally required employees in all New York City restaurants to sign "waivers" of their right to premium pay for these last-minute schedule changes.

78. Although Chipotle paid premium pay for some instances of schedule changes, it only did so for a small fraction of the schedule changes triggering the premium pay obligation.

79. Chipotle obtained premium pay "waivers" from employees on documents it called "Schedule Legislation Trackers," which were filled out by hand with information about the date, time, and reason for the changed shift, as well as an employee signature. Employees reported to the Department that signing the Schedule Legislation Trackers was not optional. Employees signed them because their managers required them to do so.

80. The reasons for schedule changes that appear on the Schedule Legislation Trackers that Chipotle produced during the first and second investigations showed that Chipotle, not the employee, initiated most of the schedule changes.

81. For schedule changes that Chipotle initiated, Chipotle considered a premium payment to be "waived" if the employee signed the Schedule Legislation Tracker alongside a notation of the relevant shift change, with a box marked "voluntary" checked. However, under the Fair Workweek Law, an employee's acquiescence to a schedule change initiated by the employer does not give rise to an exception to the premium pay requirement. Employees cannot waive the right to premium pay owed to them.

82. Chipotle carried out its illegal policy and practice of obtaining employee "waivers" to avoid premium pay in the same way across its New York City locations. Chipotle's corporate payroll office in Columbus, Ohio administered and controlled the system of obtaining the illegal waivers. Employees in the central payroll office told the New York City restaurants' managers

which shift changes required waivers each week, collected the filled-out Schedule Legislation Trackers from the restaurant managers, matched them to the central payroll office's records of shift changes, and determined which premium payments Chipotle would make.

83. Although Chipotle began to make some efforts towards compliance in September 2019, upon information and belief, Chipotle still does not pay employees all premium payments owed for schedule changes made with little or no advance notice.

Changes to Posted Schedules

84. Employees reported to the Department that Chipotle often updated the work schedule posted in the restaurant to make changes to employees' scheduled shifts with less than 14 days' notice. Many of the photographs of schedules that Chipotle employees provided to the Department show multiple versions of a schedule for the same work week, with timestamps indicating the date each version was issued. By comparing one version against the next version, it is possible to identify the changes made with less than 14 days' notice, which include newly-added shifts, removed shifts, shortened shifts, and lengthened shifts.

85. Employees are entitled to premium pay for changes an employer makes to the posted schedule, if the changes are made with less than 14 days' notice.

86. However, Chipotle never paid employees premium pay for changes it made to the posted schedule with less than 14 days' notice. Chipotle never even sought employee "waivers" for these changes, because Chipotle's centralized payroll office did not identify them as premium pay-eligible changes.

87. During the second investigation, Chipotle claimed that it could not retrieve any data from Menulink or NCR to re-create the changes it made to employees' posted schedules. Chipotle claimed it could only access records of the last-posted schedule.

88. Upon information and belief, Chipotle can, in fact, retrieve data reflecting changes made to posted schedules.

89. Although Chipotle began to make some efforts towards compliance in September 2019, upon information and belief, Chipotle still does not pay employees all premium payments owed for changes made to the posted schedule.

Advance Written Consent

90. The Fair Workweek Law provides that an employee may decline to work time added to the schedule with less than 14 days' notice. An employee's consent, if given, must be transmitted to the employer in writing at or before the start of the shift.

91. When Chipotle added time to an employee's work schedule with less than 14 days' advance notice – or no advance notice at all – it did not give employees an opportunity to decline to work the additional time.

92. Employees' signatures on the Schedule Legislation trackers do not meet the consent

requirements of the Fair Workweek Law.

93. Although Chipotle claims the Schedule Legislation Trackers are evidence of employees' consent to work additional time, employees signed the Schedule Legislation Trackers because Chipotle required it. Chipotle did not instruct its managers to ask employees for consent to work time added to their schedules, or inform managers that employees' advance written consent was required at all. Rather, Chipotle instructed its managers to obtain employees' signatures on Schedule Legislation Trackers *after* employees had already worked the additional time.

94. Assuming *arguendo* that the Schedule Legislation Trackers show employees' written consent to work additional time – which they do not – thousands of shifts Chipotle lengthened or added to employees' schedules are not associated with an entry on a Schedule Legislation Tracker. Chipotle did not obtain employees' written consent to these additional hours in any other way.

95. Although Chipotle began to make some efforts towards compliance in September 2019, upon information and belief, Chipotle still does not give employees an opportunity to decline to work additional time, or consistently obtain their advance written consent.

Written Consent and Premium Pay for Clopenings

96. Employees reported to the Department that they were assigned to work clopenings, did not have an opportunity to decline to work clopening shifts, and did not receive premium pay for them.

97. Chipotle's records of employee work time and premium payments made show that Chipotle did not pay all of the \$100 premiums it owed for clopening shifts.

98. Chipotle usually did not obtain employees' advance written consent to work clopening shifts.

99. Although Chipotle began to make some efforts towards compliance in September 2019, upon information and belief, Chipotle still does not pay employees for all clopenings or consistently obtain their advance written consent.

Notice and Offer of Available Shifts

100. Chipotle has routinely hired new employees without first giving current part-time employees the opportunity to earn a higher income through increased work hours, or the opportunity to work the shifts they prefer.

101. Chipotle did not begin to post or provide available shift notices to employees in any form until approximately September 23, 2019, nearly two years after this requirement went into effect.

102. The available shift notices Chipotle began providing to employees in September 2019 were not compliant. They did not list all available shifts that would eventually be assigned to new hires. They also did not list any regular, recurring shifts; the notices specified that all shifts were "temporary." A shift only appeared on an available shift notice in one limited circumstance:

when an employee was originally scheduled to work a shift, but then left employment with Chipotle.

103. Upon information and belief, Chipotle still does not provide employees with compliant notices of available shifts or offer all available shifts to current employees before hiring new employees.

Chipotle's Safe/Sick Time Policies and Practices

104. From April 1, 2014 through approximately 2018, Chipotle did not provide its employees in New York City 40 hours of paid safe/sick time. Its sick time policies applicable during this time period provided that employees would receive only 24 hours of paid sick time.

105. From April 1, 2014 through at least January 2020, Chipotle did not provide its employees in New York City with paid safe/sick time for all allowable uses. Its sick time policies applicable during this time period provided that employees could only use sick time for an employee's personal illness/injury or medical and dental appointments. Employees were unlawfully not allowed to use paid safe/sick time to care for family members. After May 5, 2018, when safe time was added to the law's protections, Chipotle did not revise its policies to allow its employees in New York City to use safe time.

106. From approximately 2017 through at least January 2020, pursuant to its written policies Chipotle did not allow its employees in New York City to carry over unused sick time from year to year or to carry over accrued paid sick time after a break in employment with Chipotle of six months or less.

107. From April 1, 2014 through at least January 2020, Chipotle's written policies did not tell employees how to request safe/sick time or payment for safe/sick time taken.

108. From April 1, 2014 through at least January 2020, Chipotle routinely denied employees' requests to use sick time, illegally required employees to find a replacement worker, or took disciplinary action against them for using sick time.

109. From April 1, 2014 through at least January 2020, Chipotle did not pay employees for sick time on occasions when they took time off work for covered safe/sick time reasons, even though employees informed Chipotle that they were taking time off work for covered safe/sick time reasons.

VIOLATIONS OF THE FAIR WORKWEEK LAW

Count 1: Failure to Provide Written Good Faith Estimates in Violation of Section 20-1221(a) of the Fair Workweek Law

110. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

111. Chipotle is required to provide each new fast food employee with a written good faith estimate no later than when a new fast food employee receives his or her first work schedule.

N.Y.C. Admin. Code § 20-1221(a).

112. Chipotle is also required to maintain records of the good faith estimates it provides to fast food employees. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(2)(i). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

113. Chipotle committed a unique violation of Section 20-1221(a) of the Fair Workweek Law each time it failed to provide a written good faith estimate to any employees hired to work in any New York City store after November 26, 2017.

114. Based on the foregoing, the Department estimates that Chipotle committed approximately 3,993 violations of New York City employees' right to receive a good faith estimate from November 26, 2017 through September 1, 2019. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

115. Chipotle owes employee relief of \$200 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code §§ 20-1208(a)(3)(b) and 1208(b).

116. Chipotle owes civil penalties of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code § 20-1209.

**Count 2: Failure to Provide Advance Notice of Work Schedules
in Violation of Section 20-1221(b) of the Fair Workweek Law**

117. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

118. Chipotle is required to provide fast food employees with written notice of their work schedules at least 14 days before the first day of each schedule. N.Y.C. Admin. Code § 20-1221(b).

119. Chipotle is also required to maintain records of each written schedule provided to each fast food employee. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(1)(iii). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

120. Chipotle committed a unique violation of Section 20-1221(b) of the Fair Workweek Law each week it failed to provide each fast food employee with that employee's written work schedule 14 days in advance.

121. Based on the sample of timestamped schedules provided by employees, the Department estimates that Chipotle committed approximately 157,518 violations of its employees' right to receive a schedule at least 14 days in advance from November 26, 2017 through September 1, 2019. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

122. Chipotle owes employee relief of \$200 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code §§ 20-1208(a)(3)(b) and 1208(b).

123. Chipotle owes civil penalties of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code § 20-1209.

**Count 3: Failure to Provide Schedule Change Premiums
in Violation of Section 20-1222(a) of the Fair Workweek Law**

124. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

125. Chipotle is required to provide fast food employees with premium pay for changes it makes to fast food employees' work schedules any time after the 14-day statutory schedule provision date. N.Y.C. Admin. Code § 20-1222(a).

126. Chipotle is required to maintain records that show each written work schedule provided to each fast food employee, each fast food employee's actual hours worked, and the amounts of premium pay provided to fast food employees whose work schedules are changed by Chipotle with less than 14 days' notice. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. §§ 7-609(a)(1) and 609(a)(2)(ii). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

127. Chipotle committed a unique violation of Section 20-1222(a) of the Fair Workweek Law each time it failed to pay required schedule change premiums to fast food employees whose work schedules it changed with less than 14 days' notice.

128. Based on the information Chipotle produced during the second investigation and the information provided by employees, the Department estimates that Chipotle committed approximately 73,888 violations of the premium pay requirement from November 26, 2017 through September 1, 2019. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

129. Chipotle owes employee relief of \$300 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code §§ 20-1208(a)(3)(c) and 1208(b).

130. Chipotle also owes employees premium pay of between \$10-\$75 for each schedule change made with less than 14 days' notice. N.Y.C. Admin. Code § 20-1222(a).

131. Chipotle owes civil penalties of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code § 20-1209.

**Count 4: Failure to Obtain Written Consent for Additional Hours
in Violation of Section 20-1221(d) of the Fair Workweek Law**

132. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

133. Chipotle is required to obtain written consent from fast food employees who work additional hours that are not included in their initial work schedules. N.Y.C. Admin. Code § 20-1221(d).

134. Chipotle is required to maintain records that show fast food employees' advance written consent to any schedule changes in which hours are added to the fast food employee's initial work schedule. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. § 7-609(a)(1)(ii). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

135. Chipotle committed a unique violation of Section 20-1221(d) of the Fair Workweek Law each time it failed to obtain a fast food employee's advance written consent for hours added to the initial work schedule.

136. Based on the information Chipotle produced during the second investigation, the Department estimates that Chipotle committed approximately 232,038 violations of employees' right to consent or decline to work additional time from November 26, 2017 through September 1, 2019. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

137. Chipotle owes employee relief of \$200 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code §§ 20-1208(a)(3)(b) and 1208(b).

138. Chipotle owes civil penalties of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code § 20-1209.

**Count 5: Failure to Obtain Written Consent and Provide Premium Pay for Clopenings
in Violation of Section 20-1231 of the Fair Workweek Law**

139. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

140. Chipotle is prohibited from requiring fast food employees to work clopenings, unless the fast food employee provides written consent, and Chipotle provides \$100 in premium pay, to work the clopening. N.Y.C. Admin. Code § 20-1231.

141. For required clopenings, Chipotle is required to maintain records showing that it obtained written consent from the fast food employee, and records of premium pay that it provided to the fast food employee. N.Y.C. Admin. Code § 20-1206(a); 6 R.C.N.Y. §§ 7-609(a)(1)(ii) and 609(a)(2)(ii). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

142. Chipotle committed a unique violation of Section 20-1231 of the Fair Workweek Law each time it failed to obtain written consent from a fast food employee who worked a clopening.

143. Chipotle committed a unique violation of Section 20-1231 of the Fair Workweek Law each time it failed to pay \$100 in premium pay to a fast food employee who worked a clopening.

144. Based on the information Chipotle produced during the second investigation, the Department estimates that Chipotle committed approximately 2,426 violations of the clopening consent requirement and 90 violations of the clopening premium pay requirement from November 26, 2017 through September 1, 2019. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

145. Chipotle owes each employee who experienced a violation relief of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code §§ 20-1208(a)(3)(d) and 1208(b).

146. Chipotle also owes each employee premium pay of \$100 for each clopening for which Chipotle did not pay the required premium amount. N.Y.C. Admin. Code § 20-1231.

147. Chipotle owes civil penalties of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code § 20-1209.

**Count 6: Failure to Offer Newly Available Shifts to Existing Fast Food Employees
in Violation of Section 20-1241(a) of the Fair Workweek Law**

148. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

149. Chipotle is required to notify its current fast food employees about newly available shifts and offer them those shifts before hiring any new employees. N.Y.C. Admin. Code § 20-1241.

150. Chipotle is required to maintain records that document its compliance with the Fair Workweek Law for three years. N.Y.C. Admin. Code § 20-1206(a). A failure to maintain, retain, or produce a required record that is relevant to a material fact creates a rebuttable presumption that such fact is true. N.Y.C. Admin. Code § 20-1206(b).

151. Chipotle committed a unique violation of Section 20-1241 of the Fair Workweek Law each time it failed to offer a current employee the shifts it subsequently offered to a new hire in the same Chipotle restaurant location.

152. Based on the information Chipotle produced during the second investigation and the reports of employees, the Department estimates that Chipotle committed approximately 129,739 violations of the access to hours requirement from November 26, 2017 through September 1, 2019. The Department will prove the violations suffered by each New York City fast food employee from November 26, 2017 through the present at trial.

153. Chipotle owes each employee who experienced a violation \$300 per instance for each violation of the employee's rights. N.Y.C. Admin. Code §§ 20-1208(a)(3)(e) and 1208(b).

154. Chipotle owes civil penalties of \$500 per employee, per instance for each violation of each employee's rights. N.Y.C. Admin. Code § 20-1209.

VIOLATIONS OF THE PAID SAFE AND SICK LEAVE LAW

Count 7: Failure to Allow Use of Safe/Sick Time in Violation of Section 20-913(d) of the Paid Safe and Sick Law

155. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

156. On and after April 1, 2014, Chipotle violated Section 20-913(d) of the Paid Safe and Sick Leave Law failing to allow employees to use paid safe/sick time.

157. On and after April 1, 2014, Chipotle's New York City employees were subject to Chipotle's official and unofficial policy and practice of denying employees the right to use paid safe/sick time for covered reasons.

158. On and after April 1, 2014, Chipotle's New York City employees were subject to Chipotle's official and unofficial policy and practice of failing to pay employees for safe/sick time.

159. Chipotle must pay \$500 to each to each eligible employee who was actually and/or constructively denied the right to use paid safe and sick time, per year since April 1, 2014, in an amount to be proved at trial. N.Y.C. Admin. Code § 20-924(d).

160. Chipotle is also liable to the Department for civil penalties in the amount of \$500 for each eligible employee who was actually and/or constructively denied the right to use paid safe and sick time, per year since April 1, 2014, in an amount to be proved at trial. N.Y.C. Admin. Code § 20-924(e); 6 R.C.N.Y. §§ 7-109(h) and 7-213(a).

Count 8: Failure to Maintain Compliant Written Safe/Sick Time Policies in Violation of Section 7-211 of the Rules

161. The Department incorporates by reference the facts set forth in all preceding Paragraphs as if set forth fully herein.

162. Chipotle is required to maintain written safe/sick time policies that meet or exceed the requirements of the Paid Safe and Sick Leave Law. 6 R.C.N.Y. § 7-211(c).

163. From April 1, 2014 through approximately 2020, Chipotle's policies violated Sections 20-913(b), 20-914(a)(1), 20-913(h), and 20-913(j) of the Paid Safe and Sick Leave Law.

164. Chipotle also violated Section 7-211(c)(2) of the Rules by maintaining written policies that did not inform employees of the internal procedures for requesting and using safe/sick time.

165. Chipotle is liable for civil penalties to the Department in the amount of \$500 for each unlawful provision and absence of required information in its safe/sick time policy, in an amount to be proved at trial.

SPECIFIC RELIEF SOUGHT

WHEREFORE, the Department respectfully requests that this tribunal enter:

- (a) A judgment declaring that Chipotle violated provisions of the Fair Workweek Law, the Paid Safe and Sick Leave Law, and the Rules as described in Counts 1 through 8 above;
- (b) An order directing Chipotle to pay employee monetary relief in an amount to be determined for the violations of employees' rights detailed herein;
- (c) An order directing Chipotle to pay civil penalties in an amount to be determined for the violations of employees' rights detailed herein;
- (d) An order directing Chipotle to comply with the Fair Workweek Law, the Paid Safe and Sick Leave Law, and the Rules; and
- (e) An order directing any such other relief as this tribunal may deem just and proper.

Dated: April 28, 2021

For: LORELEI SALAS
Commissioner of Consumer and Worker Protection

By:



Hillary Scrivani
Elizabeth Wagoner
Attorneys for Petitioner
42 Broadway, 8th floor
New York, NY 10004

**OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS
CITY OF NEW YORK**

-----x
DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,¹

Petitioner,

NOTICES TO RESPONDENT

-against-

Index No. 200501

CHIPOTLE MEXICAN GRILL, INC.,

Record Nos. 2018-00094-ENF
2018-00216-ENF
2019-00649-ENF

Respondent.
-----x

To the above-named Respondent, **TAKE NOTICE THAT:**

YOU HAVE A RIGHT TO FILE AN ANSWER with the New York City Office of Administrative Trials and Hearings (“OATH”), 100 Church Street – 12th Floor, New York, New York 10007. Pursuant to Section 1-24 of Title 48 of the Rules of the City of New York, if you choose to file an answer, your answer must be filed within eight days of service if the petition was served via personal delivery or thirteen days of service if the petition was served by mail, unless the administrative law judge assigns a different deadline. Alternatively, an administrative law judge may require you to file an answer. Failure to file an answer when required may result in sanctions against you.

YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY OR OTHER REPRESENTATIVE, if you choose. If you choose to be represented, or your attorney or representative must file a notice of appearance with OATH.

YOUR FAILURE OR YOUR AUTHORIZED REPRESENTATIVE’S FAILURE TO APPEAR AT THE HEARING, CONFERENCE, OR TRIAL may result in a declaration of default and a waiver of the right to a hearing or other disposition against you.

OATH’S RULES OF PRACTICE AND PROCEDURE are published in Title 48 of the Rules of the City of New York. Copies of OATH’s rules are available at OATH’s offices at 100 Church Street – 12th Floor, New York, New York 10007 and on OATH’s website: <http://www.nyc.gov/oath>.

OATH WILL ISSUE A RECOMMENDED DECISION which the Commissioner of the Department of Consumer and Worker Protection may adopt, reverse, modify, or remand in whole or in part for additional proceedings, pursuant to Section 2203(h)(1) of the New York City Charter.

¹ The New York City Department of Consumer and Worker Protection was formerly known as the Department of Consumer Affairs. Legislation changing the agency’s name went into effect on August 28, 2020.

IF A FINAL ORDER OF THE COMMISSIONER REQUIRES YOU TO PAY A CIVIL PENALTY, failure to pay that penalty in a timely manner could lead to the denial of an application for a license, permit or registration, or to the suspension, termination or revocation of a license, permit or registration issued to you by a city agency.

Dated: April 28, 2021

For: LORELEI SALAS
Commissioner of Consumer and Worker Protection

By:



Hillary Scrivani
Elizabeth Wagoner
Attorneys for Petitioner
42 Broadway, 8th floor
New York, NY 10004