

**RESTAURANT DEPOT CLASS ACTION  
NOTICE OF PROPOSED SETTLEMENT**

**COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX SUPERIOR COURT**

**OFFICIAL COURT NOTICE  
IMPORTANT – PLEASE READ CAREFULLY**

**YOU MAY RECEIVE MONEY FROM THIS CLASS ACTION SETTLEMENT AND  
YOUR RIGHTS ARE AFFECTED BY THESE LEGAL PROCEEDINGS**

**1. Why did I get this notice?**

This Notice of Proposed Class Action Settlement (“Class Notice”) is to inform you of a class action settlement in the case captioned *Carroll v. Jetro Holdings, LLC et al.*, No. 1881-cv-02674 (the “Action”), pending in the Commonwealth of Massachusetts, Middlesex County Superior Court (the “Court”). In this Action, the named plaintiff, a former employee of the defendants (“Restaurant Depot”), claims that he and a class of Restaurant Depot employees were not paid properly for hours worked on Sundays and certain holidays. Restaurant Depot denies Plaintiff’s allegations in their entirety and continues to assert that its pay practices have at all times complied with all legal requirements.

After engaging in a lengthy mediation with an experienced mediator, and several months of pre-mediation negotiations and informal discovery, including the review of over several million points of data, the Parties have reached a settlement of the Action (the “Settlement”). The Court has granted preliminary approval of the Settlement and has scheduled a Final Approval Hearing on December 17, 2019 at 2:00 p.m. at Middlesex Superior Court, Courtroom 610, 200 Trade Center, Woburn, MA 01801 to determine whether to grant final approval.

**2. Who is affected by the proposed Settlement?**

The Parties’ proposed Settlement affects the following group of individuals (“Class”):

All former or current non-exempt employees of the Restaurant Depot who worked on at least one Sunday or covered holiday in Massachusetts from September 18, 2015 to December 31, 2018, but were not paid time and one half their regular hourly wage for such work.

**3. What are my options?**

At this time, you have three options with respect to this Settlement. You can: (1) complete and return the enclosed Claim Form and Release (“Claim Form”), and participate in the Settlement; (2) do nothing; or (3) object to the Settlement. Details about each option and how each option will affect your rights under the law are explained below.

#### 4. What are the terms of the proposed Settlement?

Under the terms of the Settlement, Restaurant Depot will pay \$1,025,000.00 (the “Gross Settlement Amount”) to the Settlement Administrator. The Settlement Administrator will hold the settlement funds until the Court orders them to be distributed. This fund is designed to cover all payments to the Class Members, certain taxes, Plaintiffs’ counsel’s attorneys’ fees and litigation costs, claims administration, and an incentive award to two Class members for bringing and prosecuting the action. The two Class Members who took the risk of bringing this litigation and assisting in its resolution will each receive an incentive payment of \$10,000.00. Class Counsel will request costs and fees equal to 1/3<sup>rd</sup> of the Gross Settlement Amount.

Your individual Settlement Amount will be calculated based on the number of hours you worked on Sundays and covered holidays during the class period based on the data provided by Restaurant Depot. Under Massachusetts law, employees who work both overtime and on Sundays receive only one set of time-and-one-half payments. Accordingly, employees who worked on Sundays but also worked overtime (for which they have already been paid), will, in some instances, receive a smaller payment under the Settlement than those who worked Sundays but did not work overtime.

#### 5. What happens if I participate in the Settlement?

If you return the enclosed Claim Form so that it is received by the administrator **before December 2, 2019** (the “Bar Date”) and the Court approves the Settlement, you will receive a monetary award. The amount that each class member receives as part of the Settlement will be determined in part by the number of claim forms submitted. To participate in the Settlement, you must complete the Claim Form and return it to the Claims Administrator so that it is received before the Bar Date. Do not alter the Claim Form in any way. Claim Forms that are altered, unsigned, or untimely will be invalid and may preclude you from participating in the Settlement.

If you choose to timely return a valid Claim Form and participate in the Settlement, upon the Effective Date you will be deemed by the Court to have forever discharged and released the Defendants in the Action (Jetro Holdings, LLC; RD Mass, Inc.; Richard Kirschner; and Brian Emmert) as well as their affiliates, parents, subsidiaries, predecessors, successors, and assigns, and each of their past and present officers, directors, shareholders, attorneys, insurers, agents, trustees, and employees (all of whom are expressly deemed to be third party beneficiaries of the Settlement Agreement) (the “Released Parties”) from all Released Claims (defined in Section 9 below) through March 31, 2019.

#### 6. What happens if I choose to do nothing?

If you choose to do nothing, you will not receive any money from the Settlement. Upon the Effective Date, you will be deemed by the Court to have fully and irrevocably released and waived any and all Released Claims you may have against the Released Parties. You will be unable to bring any claim against the Released Parties that is included in the Released Claims summarized in Section 9 of this Notice and set forth in the Claim Form.

## 7. What happens if I choose to object to the Settlement?

You can object to the terms of the Settlement before Final Approval by the Court. However, if the Court approves the Settlement, you may still be bound by the terms of the Settlement. To object, you must submit a written objection identifying this case name and case number, along with any supporting briefs or materials, to the Court and counsel for both Parties (addresses listed below) such that they are received by the Bar Date. Any objection not properly and/or timely submitted in writing to the Court and served upon counsel for the Parties will be deemed waived. The address for submitting objections to the Court is as follows: Civil Clerk's Office, Middlesex County Courthouse, 200 Trade Center, 2d Floor, Woburn, MA 01801. If you seek to object and still want to participate in the Settlement, you need to take the actions summarized in Section 5 of this Notice.

## 8. No Retaliation

Your decision as to whether or not to participate in the Settlement will in no way affect your employment with Restaurant Depot. Restaurant Depot is prohibited by law from taking any action against Class Members based on their decision to participate in the Settlement.

## 9. What claims will I give up if I remain in the Class?

“Released Claims” shall mean any and all claims, demands, causes of action and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, arising out of, concerning, based on, connected with or related to any of the allegations brought in the Action that any Class Member ever had, now has or hereafter may have against any of the Released Parties, up to and including March 31, 2019. Without limiting the generality of the foregoing, the Released Claims shall include (i) any and all claims asserted in the Action and (ii) any and all claims arising under the Massachusetts Sunday and Holiday Pay Law, M.G.L. ch. 136 § 6(50) and 13 through 16.

## 10. Who represents the Parties?

Attorney for Plaintiff and the Class are:

Josh Gardner  
Gardner & Rosenberg, P.C.  
One State Street, 4<sup>th</sup> Floor  
Boston, MA 02109  
617-390-7570  
josh@gardnerrosenberg.com

Attorney for Restaurant Depot is:

Michael J. Mazurczak  
Jennifer Sunderland  
Melick & Porter, LLP  
1 Liberty Square  
Boston, MA 02109

## 11. Who can answer questions regarding the Settlement?

This notice only summarizes the Action, the Settlement, and related matters. For more information about the Settlement or if you have any questions regarding the Settlement, you may contact the Claims Administrator at:

**Claims Administrator:**

**Optime Administration, LLC**

**PO Box 3206**

**Brockton, MA 02304**

**Tel. (844) 625-7313**

**Fax. (781) 287-0381**

**Email. RestaurantDepot@optimeadmin.com**

or you may contact Class Counsel at the address and telephone number listed above.

Additional information concerning the Action and the Settlement may be found at the following website:

<https://maworker.com/restaurantdepot/>

**Do not contact the Court directly about this matter. The Court cannot provide you with legal advice or any opinion regarding the Action or proposed Settlement.**