

MIDDLESEX COUNTY SUPERIOR COURT
FOR THE COMMONWEALTH OF MASSACHUSETTS

If you were employed by a Chateau Restaurant located in Andover, Arlington, Braintree, Burlington, Norton, Norwood, Waltham, or Westboro (the “Chateau Restaurants”) as a front-of-the-house Restaurant Manager or Assistant Manager between March 26, 2011 and November 16, 2014, and were paid on an hourly basis (“Covered Hourly Manager”), you may be eligible for a payment in connection with the settlement of a lawsuit. The Chateau Restaurants’ records identify you as a Covered Hourly Manager.

Your Legal Rights And Options In Connection With The Settlement	
Do Nothing, Accept A Settlement Award, Be Bound By The Final Judgment And The Release of Claims	If you do nothing, and the Court approves the proposed settlement, you will automatically receive a settlement award, and you will be bound by the Court’s final judgment and the release of claims explained in the Settlement Agreement.
Object	Write to the Court about why you don’t like the Settlement. You may also ask to speak in Court about the fairness of the Settlement. Objecting to the Settlement does not exclude you from the Settlement. If the Court approves the Settlement despite your objection, you will be bound by the Court’s final judgment and the release of claims explained in the Settlement Agreement.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

Basic Information – This Action

A class action lawsuit entitled *Fitzgerald v. The Chateau Restaurant Corporation, et al.*, is pending in the Middlesex County Superior Court for the Commonwealth of Massachusetts, Civil Action No. 2014-01990-J (the “Litigation”). The lawsuit claims that the each of the Chateau Restaurants failed to pay Settlement Class Members (Covered Hourly Managers) for all time worked during meal breaks. The Chateau Restaurants deny the claims and believe that that they have complied with all applicable laws, and further deny that they should be treated as a single entity in the Litigation.

The Court has not decided who is right or wrong in this lawsuit. Although no decision has been made about who is right and who is wrong, both sides have agreed to a proposed settlement. A settlement avoids the expense and delay of a trial and gets relief to Settlement Class Members more quickly. The plaintiff and the attorneys for the Class think the Settlement is best for all Settlement Class Members.

The Litigation is called a “Class Action” because the plaintiff is suing on behalf of other people with similar claims, called “Settlement Class Members.” The parties have agreed to treat the Action as a Class Action for settlement purposes only.

Who Is In The Settlement Class?

You are a Settlement Class Member if you were employed by the Chateau Restaurants as an hourly, front-of-the-house restaurant manager or assistant manager at any time between March 26, 2011 and November 16, 2014. The Chateau Restaurants’ records indicate that you are a Settlement Class Member.

The Settlement Award – What You Get

If the proposed settlement is approved by the Court, then all Settlement Class Members will receive the monetary benefits described below. If the Settlement is not approved by the Court, then Settlement Class Members will not get any benefits from the Settlement and the parties will go back to Court for further proceedings, possibly including a trial. The parties have made their best efforts to negotiate a settlement that is fair and reasonable under the circumstances.

Distribution for all Settlement Class Members. The total Settlement Fund will be \$200,000, which includes payments to Settlement Class Members, lawyers for the class, and an incentive payment to the individual who has brought claims on behalf of the Class as described below. The Chateau Restaurants have identified 42 Settlement Class Members. Within 15 business days of the Effective Date in the Settlement Agreement, each Class Member will be mailed his or her share of the \$200,000. Your share will be proportional to your number of work weeks during the Class Period, relative to the total number of work weeks worked by all Settlement Class Members.

You Do NOT Need To Do Anything To Receive These Benefits Except Fill Out Required Tax Forms, If Necessary

Attorneys’ Fees and Incentive Award. Attorneys for the Class will seek attorneys’ fees from the Settlement Fund of \$75,000, subject to approval by the Court at the settlement approval hearing referred to below. Attorneys for the Class will also seek reimbursement of expenses and costs in the amount of \$3,123.00, and an incentive award for the named Plaintiff in the amount of \$5,000.00. If the Court approves these requests, the fees and costs will be paid from the Settlement Fund.

Tax Consequences of Settlement. The payment that you receive will be taxable as income. Thirty-three percent of the payment will be subject to ordinary state and federal tax withholdings, and will result in the issuance of a Form W-2. Sixty-seven percent, which will be treated as liquidated damages, will result in the issue of a Form 1099. Class Counsel are not tax attorneys and you are advised to seek separate legal advice on matters of taxation. The Chateau Restaurants may ask you to fill out certain tax forms in order to receive settlement payments if the Settlement is approved.

The Settlement Release — What You Will Give Up

In exchange for the benefits described in this Notice, every Settlement Class Member will release Chateau Restaurants and be bound by all court orders in the Action. You will be bound by the terms of the Settlement, once it is approved by the Court. **A release means you give up your right to assert claims against the Chateau Restaurants, including any lawsuit asserting claims for unpaid work time while you were employed by the Chateau Restaurants.** For more information about the terms of the release, you may consult the Settlement Agreement, which is on file with the Court, and can be viewed as explained below.

Your Rights — Object To The Settlement

You may object to the Settlement. To object, you must send a letter saying that you object to the *Kevin Fitzgerald v. The Chateau Restaurant Corporation, et al.* Settlement to Class Counsel, the Chateau Restaurants' Counsel, and the Court at the addresses provided below. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail the objection to these three different places, postmarked no later than **August 15, 2016**. If you do not object by that date, you will not be able to be heard at the Settlement Approval Hearing or to otherwise object to the Settlement. Objecting to the Settlement does not exclude you from the Settlement. If the Court approves the Settlement despite your objection, you will be bound by the Court's final judgment and the release of claims explained in the Settlement Agreement.

The Settlement Approval Hearing

The proposed Settlement Agreement must be approved by the Court. The Court has set the Settlement Approval Hearing for **September 15, 2016 at 2:00 p.m.** (subject to change by the Court without further notice), in the Middlesex County Superior Court for the Commonwealth of Massachusetts, Courtroom 420, 200 Trade Center, Woburn, MA 01801, to determine whether the Settlement and Class Counsel's attorneys' fees request should be approved.

You do not need to hire a lawyer, but may do so if you want to. You and the Class are already represented by Class Counsel listed below, at no out-of-pocket cost to you. The Settlement will not take effect unless and until: (1) the Court approves the Settlement Agreement at the Settlement Approval Hearing, and (2) an Order and Judgment is entered by the Court and no longer subject to any appellate challenge. After the Court rules on the

approval and the time to appeal has expired or appeals are exhausted, the Settlement will become final, and you are entitled to receive the class benefits set forth above. If the Court does not approve the Settlement, then Settlement Class Members will not receive any benefits described in this Notice and the Settlement Agreement will become void. It will be as if no settlement had been reached and no class established.

Further Information

If you have additional questions concerning this Litigation, Notice, or Settlement, you may contact Class Counsel at the address below. All of the records and other papers filed in the Litigation are on file with the Court and available to be inspected during regular business hours at the Clerk’s Office. The Clerk of the Court is located at 200 Trade Center, 2nd Floor, Woburn, MA 01801. **Please do not contact the Judge concerning this case.**

Settlement Class Counsel:

Elizabeth Ryan, Esq.
eryan@baileyglasser.com
Bailey & Glasser LLP
99 High Street, Suite 304
Boston, MA 02110
(617) 439-6730 ext. 1603

Nicholas Ortiz, Esq.
nfo@mass-legal.com
Law Office of Nicholas F. Ortiz, P.C.
99 High Street, Suite 304
Boston, MA 02110
(617) 338-9400

Chateau Restaurants’ Counsel:

Stacie B. Collier, Esq.
Erika M. Collins, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
sbcollier@nixonpeabody.com
ecollins@nixonpeabody.com
(617) 345-1000