

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA No. 1781-CV-03058

LOREN WALSH, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

LYNNFELLS CO., LLC,

Defendant.

CONSOLIDATED WITH:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA No. 1782-CV-01307

ANNA RUBENACKER, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

LORN, LLC,

Defendant.

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: ALL CUSTOMERS WHO ORDERED A BAKED GOOD PRODUCT, SUCH AS A BAGEL, WITH BUTTER, BUT INSTEAD RECEIVED MARGARINE OR BUTTER SUBSTITUTE AT ONE OF THE DUNKIN' DONUTS STORES OWNED OR OPERATED BY DEFENDANTS.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION AND, IF YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT DESCRIBED BELOW.

CLAIMS DEADLINE: TO POTENTIALLY SHARE IN THE SETTLEMENT PROCEEDS, CLASS MEMBERS MUST IDENTIFY THEMSELVES TO ONE OF DEFENDANTS' DUNKIN' DONUTS STORES (LISTED BELOW) AND OBTAIN A VOUCHER AS DESCRIBED BELOW, ON OR BEFORE JULY 17, 2019.

OBJECTION DEADLINE: OBJECTIONS TO THE PROPOSED SETTLEMENT MUST BE MADE AS PROVIDED BELOW ON OR BEFORE JULY 17, 2019.

INTRODUCTION

PLEASE TAKE NOTICE that the Court has entered an Order giving preliminary approval of a settlement and provisional class certification in the above-titled class action lawsuit brought against the Defendants named above (“Defendants”).

A hearing to consider final approval of the settlement has been scheduled for July 17, 2019.

This notice summarizes the substance of the lawsuit and your rights and obligations as a member of the settlement class. This notice is not to be construed as an expression of any opinion by the Court with respect to the merits of the claims asserted in the complaint in the case. Please read the notice carefully.

DESCRIPTION OF THE LITIGATION

On October 18, 2017, Plaintiffs Walsh (“Walsh”) and Rubenacker (“Rubenacker”) sent Defendants a demand pursuant to the Massachusetts Consumer Protection Act on behalf of the Class, alleging that Defendants’ Dunkin’ Donuts stores provided a butter substitute to customers who ordered a baked good with butter.

Plaintiffs filed Complaints (“Consolidated Actions”) against Defendants on October 18, 2017. Thereafter, Plaintiffs filed their respective amended class action complaints.

The amended complaints alleged that Defendants’ Dunkin’ Donuts stores, without notice to Class Members, provided margarine or a butter substitute (hereafter “butter substitute”) instead of butter when Class Members ordered a baked good (e.g., a bagel or muffin).

Defendants’ and the Released Parties are the following entities which own and operate Dunkin’ Donuts stores throughout the Commonwealth:

1. 1517 Fram Co, LLC;
2. Acropolis-Op, LLC;
3. Amesbury, LLC;
4. Andsaug, LLC;
5. Broadway-Op, LLC;
6. Chelco, LLC;
7. Chess, LLC;
8. Dunbos, LLC;
9. Eastbo, LLC;
10. Framdun, LLC;
11. Gianoni Co, LLC;
12. Glyfada, LLC;
13. GPNP, LLC;
14. Hellas-Op, LLC;
15. Hud, LLC;
16. Hudmain, LLC;
17. Hudtrom, LLC;
18. Kristen, LLC;
19. Lakeside-Op, LLC;
20. Lorn, LLC;
21. Lyndun, Co LLC;
22. Lynnfells, Co LLC;
23. Lynnfield, LLC;
24. Marina-Op, LLC;
25. Marlake, LLC;
26. Massave, LLC;
27. Matoula, LLC;
28. Melrose, LLC;
29. Miltidun, LLC;
30. Molai Co., LLC;
31. Monevasia, LLC;
32. Mystra, LLC;
33. Natdun, LLC;
34. Natmall, LLC;
35. Newbos, LLC;
36. Noread Main-Op, LLC;
37. Noread §, LLC;
38. Nor-Op, LLC;
39. Olympic-Op, LLC;
40. Paraskevi, LLC;
41. Pat, LLC;
42. Potami, LLC;
43. Prumall, LLC;
44. Read-Sal, LLC;
45. Readshell, LLC;
46. Salisbury, LLC;
47. Salsun Two, LLC;
48. Shauna, LLC;
49. Solmall, LLC;
50. South-Op, LLC;
51. Sparta-Op, LLC;
52. Stow, LLC;
53. Sud, LLC;
54. Tori, LLC;
55. Tyngsboro-Op, LLC;
56. Walthdun, LLC;
57. Wesdun, LLC;
58. West Milk Co, LLC;
59. Westbo Co, LLC;
60. Win-Op, LLC;
61. Winthro, LLC;
and
62. Woburnmont, LLC.

SETTLEMENT BENEFITS FOR CLASS MEMBERS

The settlement agreement, subject to final Court approval, provides that Defendants will provide a single voucher for a free baked good to each customer who ordered a baked good with butter between January 29, 2014 and December 5, 2018 (the “Class Period”), subject to conditions discussed herein.

Defendants have posted a notice in each store notifying customers of this proposed settlement. Each customer who identifies himself as a Class Member is to be given a voucher entitling the customer to a free baked good, up to a maximum of three vouchers per customer, provided that Defendants are obligated to provide no more than three-thousand and one-hundred (3,100) Vouchers to customers. The vouchers may be presented *only after final approval of the settlement*.

If the proposed settlement receives final approval from the Court, Defendants will post a notice in each store informing Class Members of the approval, and that vouchers may be presented during the period of sixty-five (65) days following the date upon which the Final Approval of the Court becomes Effective (“Redemption Period”).

Defendants have also agreed not to engage in the practice complained of in the Consolidated Actions. That is, Defendants will either not offer a butter substitute in their stores or Defendants will (i) offer a butter substitute on the side or (ii) provide a butter substitute on the product if requested by the customer.

Unclaimed Vouchers/Funds. The Parties agree that for any remaining Vouchers which were not distributed during the Notice Period, and any Vouchers which are not redeemed during the Redemption Period, either an equal amount of such unclaimed and unredeemed Vouchers (with a one-year expiration date) or the cash equivalent of \$1.25 per Voucher, shall be provided to Emmaus Inc., 127 How Street, Haverhill, MA 01830.

THE COURT'S PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION ORDER

On, April 16, 2019, the Middlesex County Superior Court entered an order granting preliminary approval of the class settlement and provisional class certification under Massachusetts Rule of Civil Procedure 23 and M.G.L. c. 93A.

The Court appointed Plaintiffs as class representatives.

The Court also scheduled a Final Approval Hearing to be held on, July 17, 2019, or such further date to which the hearing may be continued.

A Final Approval Hearing shall be held on the date above in order to: (i) determine whether to grant final approval to this Settlement Agreement; (ii) consider any timely objections to this Settlement and all responses to objections by the Parties; and (iii) rule on the Fee and Expense Application. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement Agreement.

RIGHTS AND OPTIONS OF CLASS MEMBERS

If you are a member of the Class described above, you should understand and carefully consider the following:

The final judgment entered in this case will be binding upon all Class Members. All members of the Class will be represented by the attorneys for the Class identified herein as Class Counsel.

The Final Approval Hearing will be held at 2:00 p.m. on July 17, 2019, in Courtroom No. 610, of the Middlesex Superior Court, 200 Trade Center Drive, Woburn, MA 01801.

You may object to the proposed settlement, provided that you file a written statement of objection with the Court at the following address and serve copies on Class Counsel and Defendants' Counsel (listed below) **NO LATER THAN:** July 17, 2019.

TO THE COURT:

Middlesex Superior Court
Civil Clerk's Office
Re: Case No.: 1781-CV-03058
200 Tradecenter Drive,
Woburn, MA 01801

TO CLASS COUNSEL:

David J. Relethford, Esq.
Michael C. Forrest, Esq.
Re: Walsh v. Lynfells & Rubenacker v. Lorn
Forrest, LaMothe, Mazow,
McCullough, Yasi & Yasi, P.C.
2 Salem Green, Suite 2
Salem, MA 01970

TO DEFENDANTS' COUNSEL:

Erik J. Winton, Esq.
Re: Walsh v. Lynfells & Rubenacker v. Lorn
Jackson Lewis P.C.
75 Park Plaza
Boston, MA 02116

To be effective, any objection must contain:

- (i) a heading which properly refers to the Consolidated Actions;
- (ii) the name, address, telephone number and signature of the Class Member filing the objection;
- (iii) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, BBO #, address and phone number;
- (iv) a statement of the legal and factual bases for each and every objection, and if through counsel, a legal memorandum in support of the objection;
- (v) a description of any and all evidence the objector may offer at the Final Approval Hearing, if the objector intends to speak at the hearing; and
- (vi) documentary proof of membership in the Settlement Class.

If the Class Member is represented by an attorney, he/she or it must comply with all applicable Massachusetts laws and rules for filing pleadings and documents in Massachusetts courts. The objection, to be effective, also must be sent by the objector or a legally authorized representative on an individual basis and not as part of a group, class or subclass. Any Settlement Class Member who fails to timely file such a written statement of his/her or its intention to object or oppose shall be foreclosed from making any objection to this Settlement Agreement and/or filing any opposition to the Fee and Expense Application, except as permitted by the Court.

ATTORNEYS' FEES AND EXPENSES

The expenses that are incurred in the prosecution of the action on behalf of the class representative and Class are being advanced by their attorneys, identified above. If you remain a member of the Class, you will have no personal responsibility or liability for any attorneys' fees or expenses of Class counsel. If the settlement is approved, the fees and expense reimbursement for Class counsel will be set by the Court. Class Counsel shall seek from the Court approval of the reimbursement of fees and expenses as well as a representative Stipend for Plaintiffs in an amount that shall not exceed \$50,000.00. Any payment of a representative stipend or an award of the reimbursement of attorneys' fees or expenses shall be paid separate and apart from the Class relief set forth herein.

EXAMINATION OF PAPERS OR QUESTIONS

The above description of allegations, responses and other matters in this action constitute a summary, they do not fully describe the aspects of the case. The pleadings in this action are public records and are available for inspection during the regular business hours at the Middlesex Superior Court Civil Clerk's Office, 200 Trade Center Drive, Woburn, MA 01801.

If you have any questions with respect to this action, about this notice, or to receive notice as to when a voucher may be used, you may contact: Attorney David J. Relethford or Attorney Michael C. Forrest at Forrest, LaMothe, Mazow, McCullough, Yasi & Yasi, P.C., 2 Salem Green, Salem MA 01970, telephone (877)-599-8890.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE REGARDING ANY QUESTIONS.