

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
DEPARTMENT
NO. 2352CV0170-EF

----- x
TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants.
----- x

COMPLAINT

Introduction

This is an action for bold and intentional violation of the Massachusetts' Wage Act, G.L. c. 149, §148 for non-payment of wages and for failure to maintain true and accurate payroll records in violation of G.L. c. 149, §148, G.L. c. 151, §15 and §19, and CMR 27.07(2). Tatum Stewart, the Plaintiff, worked for the Defendants, Suzanne Schalow and her company Craft Beer Cellar Group, LLP, for more than three years until Ms. Stewart's position as Chief Operating Officer was eliminated effective January 15, 2023. The Defendants failed and refused to pay Ms. Stewart the wages and accrued vacation time that she had earned, which was due to be paid no later than the termination date. Instead, the Defendants made a series of incomplete payments between January 20 and February 21, 2023, failed to provide paystubs for some of these payments, provided incorrect paystubs for other payments, failed to include Ms. Stewart's rate of pay or hours worked on paystubs, failed to provide copies of many months' worth of paystubs to Ms. Stewart, and intentionally altered more than eight months of Ms. Stewart's previously issued paystubs to conceal her accrued vacation hours in an effort to dodge their statutory legal obligation to pay the balance of Ms. Stewart's vacation time. As a result of the

Defendant's outrageous conduct, Ms. Stewart has been damaged and is still waiting to be paid the balance of her accrued vacation time.

Parties

1. Plaintiff, Tatum Stewart ("Ms. Stewart"), is a citizen of Massachusetts with a last and usual residence in Plymouth, Massachusetts, Plymouth County.

2. Defendant, Craft Beer Cellar Group, LLC ("Craft Beer," "Company" or "Defendant") is a limited liability corporation organized under the laws of the Commonwealth of Massachusetts, with a principal place of business located at 87 Leonard Street, Belmont, Massachusetts, Middlesex County.

3. Defendant, Suzanne Schalow ("Ms. Schalow" or "Defendant"), is a citizen of Massachusetts with a last and usual residence in Belmont, Massachusetts, Middlesex County.

Jurisdiction and Venue

4. This Court has jurisdiction over this matter by virtue of G.L. Ch. 223A §§ 2 and 3, G.L. c. 212, §3 and G.L. c. 149, §150.

5. Venue is properly laid in this county by virtue of G.L. c. 149, §27C. (a)(2) and G.L. c. 223, §1, as the acts complained of occurred in Middlesex county.

6. The Plaintiff filed a timely complaint with the Attorney General's Office and received notice of her right to pursue a private right of action from that office on March 15, 2023.

Facts

7. Ms. Schalow and the Company (collectively, the "Defendants") are employers as defined under G.L. c. 149, §§ 1, 148.

8. Ms. Stewart was employed by the Defendants as their Chief Operating Officer ("COO") beginning on or about October 1, 2019.

9. After more than three years of successful employment, the Defendants eliminated the COO position, terminating Ms. Stewart's employment on January 15, 2023 ("Termination Date").

10. At the time of Ms. Stewart's hire, the Parties entered into an Employment Agreement, which governed various terms of Ms. Stewart's employment ("Employment Agreement"). Specifically, the Defendants promised to compensate Ms. Stewart with an annual salary of \$75,000, paid on a weekly basis. In 2022, the Defendants increased Ms. Stewart's base salary to \$80,000, which remained her salary in 2023 at the time of her termination.

11. Under the terms of the Employment Agreement Ms. Stewart was also entitled to vacation and holiday pay.

12. The Employment Agreement was silent with respect to the method and calculation of vacation pay accrual.

13. However, Ms. Stewart's weekly pay statements reflect that she accrued 1.73 hours of vacation pay each week.

14. As of Ms. Stewart's Termination Date, she had accrued 232.93 hours unused vacation time.

15. No later than January 15, 2023, the Defendants had a duty to pay Ms. Stewart all of her earned wages, as well as her accrued and unused vacation time.

16. On the Termination Date, the Defendants failed to pay Ms. Stewart \$1,538.46 in wages and \$8,957.692 in vacation pay.

17. Following the Termination Date, Ms. Stewart complained to the Defendants and raised the wages and vacation time she believed she was owed.

18. In an effort to avoid paying Ms. Stewart the wages to which she is entitled, the Defendants claimed that Ms. Stewart's calculation of her vacation time was inaccurate. Ms. Stewart's calculation was based on the accrued vacation hours reflected on her weekly

paycheck, which was accurate and had never been questioned by the Defendants prior to her termination.

19. In a brazen attempt to conceal and evade its statutory obligations, the Defendants intentionally altered all of Ms. Stewart's paychecks from May 13, 2022 through January 20, 2023 so that any reference to her vacation time accrual was omitted. Fortunately, prior to the Defendant's deceptive actions, Ms. Stewart had retained copies of the original paychecks, which reflect the accurate accrual of vacation time.

20. Instead of paying what it was statutorily obligated to pay, the Defendants made the following payments to Ms. Stewart after her Termination Date:

- a. 1,538.46 on January 20, 2023;
- b. \$250.00 on January 27, 2023;
- c. \$1538.30 on February 3, 2023; and
- d. \$982.61, \$1232.61, \$1232.61, and \$692.30 on February 21, 2023.

21. The Defendants failed to issue paystubs for any of the four payments made on February 21, 2023.

22. After Ms. Stewart complained and requested that paystubs be issued, she received three paystubs reflecting the following payments:

- e. a paystub reflecting a pay date of March 12, 2023, in the amount of \$1,232.62;
- f. a paystub reflecting a pay date of March 12, 2023, in the amount of \$1,232.60;
- g. a paystub reflecting a pay date of March 12, 2023, in the amount of \$1,844.02.

23. None of the paystubs the Defendants issued on March 12 accurately reflect the amounts deposited into Ms. Stewart's bank account on February 21, 2023, nor do they reflect the correct pay date.

24. After Ms. Stewart pointed out the Defendants' errors (again), on March 17, 2023, the Defendants issued a corrected paystub in the amount of \$692.30, which reflected a pay date of March 17th, but was intended to record one of the payments made to Ms. Stewart on February 21st. To date, the Defendants have not issued corrected paystubs for the remaining three payments made on February 21st.

25. As of this date, in addition to the damages associated with the late and partial payment of wages and vacation time, the Defendants have failed to pay Ms. Stewart vacation pay of \$3,029.26, which remains outstanding.

26. Thus, the Defendants are liable to Ms. Stewart for liquidated damages and attorneys' fees in connection with their late payment and nonpayment of wages and their failure to issue accurate and timely paystubs.

27. In connection with her termination, Ms. Stewart sought unemployment insurance benefits ("UI Benefits") from the MA Division of Unemployment Assistance ("DUA"). However, the Defendants failed to accurately report wages earned by Ms. Stewart in 2022 through the Termination Date to the Department of Revenue, which the DUA relies on to determine eligibility and benefit amounts.

28. Further, when prompted by the DUA to supply wage and earnings information for Ms. Stewart, the Defendants provided false and inaccurate information.

29. Ms. Stewart was limited in her ability to supply wage information to the DUA, because the Defendants failed to maintain accurate and accessible records of Ms. Stewart's wages, work hours or rate of pay.

30. In particular, the Defendants did not maintain or possess a complete copy of Ms. Stewart's 2022 payroll records. Rather, the bulk of Ms. Stewart's 2022 payroll records were maintained by a third-party vendor, with whom, upon information and belief, the Defendants were in a dispute over payment for services.

31. Despite Ms. Stewart's repeated requests, because of the Defendants' failure to maintain copies of Ms. Stewart's 2022 payroll records, the Defendants failed to provide Ms. Stewart with copies of her 2022 payroll records.

32. As a result, Ms. Stewart's UI benefits were delayed and reduced based on the Defendants' unlawful actions.

33. What is more, as of this date, despite Ms. Stewart's repeated requests, the Defendants' have failed to accurately report Ms. Stewart's 2022 wages to the federal and state taxing authorities.

Claims

COUNT I

(Violation of G.L. c. 149, §148 Nonpayment of Wages)

The Plaintiff repeats and reiterates the allegations of the preceding paragraphs 1 through 33, inclusive, and incorporates them herein by reference.

34. The Defendants had a duty to pay Ms. Stewart all earned wages and vacation pay no later than January 15, 2023.

35. By their conduct, as more particularly described above, *inter alia* by making late payments and otherwise failing to pay Ms. Stewart wages and vacation pay that had been earned and were due and payable, the Defendants violated G.L. c. 149, §148.

36. Defendants knowingly and intentionally delayed payment and refused to pay Ms. Stewart wages owed in violation of G.L. c. 149, §148.

37. Ms. Stewart has been damaged by Defendants' acts and omissions.

38. The Defendants are liable to Ms. Stewart for the violations set forth above

39. Defendants' failure to comply with G.L. c. 149, § 148 entitles Ms. Stewart to recover treble damages, interest, reasonable attorneys' fees, and costs pursuant to G.L. c. 149, § 150.

COUNT II

(Failure to Maintain Proper Payroll Records and Issue Lawful Paystubs in Violation of G.L. c. 149, § 148, G.L. c. 151, §§ 15 and 19, and CMR 27.07(2))

The Plaintiff repeats and reiterates the allegations of the preceding paragraphs 1 through 39, inclusive, and incorporates them herein by reference.

40. The Defendants had a duty to maintain accurate payroll records and to issue accurate and timely paystubs to Ms. Stewart.

41. In particular, pursuant to G.L. c. 149, § 148, the Defendants had a duty to provide Ms. Stewart with paystubs showing the correct date, number of hours worked, and hourly rate, and the amounts of deductions or increases made for the pay period.

42. Pursuant to G.L. c. 151, § 15, the Defendants had a duty to keep a true and accurate record of the name, address and occupation of each employee, of the amount paid each pay period to each employee, of the hours worked each day and each week by each employee.

43. For each employee, pursuant to CMR 27.07(2), the Defendants had a duty to keep a true and accurate record of the employee's name, complete address, social security number, occupation, amount paid each pay period, hours worked each day, rate of pay, vacation pay, any deductions made from wages, any fees or amounts charged by the employer to the employee, dates worked each week, and such other information required by law.

44. By their conduct, as more particularly described above, *inter alia* by failing to maintain accurate payroll records, failing to issue paystubs, failing to issue accurate or timely paystubs, failing to include the number of hours Ms. Stewart worked or her hourly pay rate on

paystubs issued, and falsifying paystubs, the Defendants violated M.G.L. c. 149, § 148, M.G.L. c. 151, § 15, and CMR 27.07(2)).

45. Defendants' violations were knowingly and intentional.

46. Ms. Stewart has been damaged by Defendants' acts and omissions.

47. The Defendants are liable to Ms. Stewart for the violations set forth above

48. Defendants' failure to comply with G.L. c. 149, § 148 and .G.L. c. 151, § 19

entitles Ms. Stewart to recover treble damages, interest, reasonable attorneys' fees, and costs pursuant to G.L. c. 149, § 150.

WHEREFORE, Tatum Stewart, the Plaintiff, prays the court to:

- a. Award her damages for the violations of law set forth above, according to law.
- b. Award her treble damages, as liquidated damages, according to law.
- c. Award her interest, according to law.
- d. Award her reasonable costs and attorneys' fees.
- e. Imposition of a civil fine, according to law.
- f. Grant such additional relief as the court deems reasonable and proper.

Demand for Jury Trial

The Plaintiff demands a jury trial on all applicable issue.

May 15, 2023

Respectfully submitted,

Tatum E. Stewart,
Plaintiff
by her attorneys,

/s/ Beth R. Myers
Beth R. Myers, BBO# 676043
bmyers@burnslev.com
Sara D. Judge, BBO# 669104

sjudge@burnslev.com
Burns & Levinson LLP
125 High Street
Boston, MA 02110
617-345-3000

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
DEPARTMENT
NO. 2353CV000170

TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants,

and

LEADER BANK and BAYCOAST BANK,

Trustee Process Defendants.

**PLAINTIFF'S MOTION FOR A SHORT ORDER OF NOTICE
ON ITS MOTION FOR *EX PARTE* TRUSTEE PROCESS**

Plaintiff Tatum Stewart ("Plaintiff" or "Ms. Stewart") hereby moves this Court to issue a short order of notice for a hearing on its Motion for *Ex Parte* Trustee Process Attachment, filed herewith, on _____ at ____: ____ M or as soon as this Court is available. As grounds for this Motion, Plaintiff states that it is important that the Court hear Plaintiff's Motion for *Ex Parte* Trustee Process Attachment as soon as possible as there is a risk that Defendants will withdraw the monies from the trustee accounts and conceal them from Plaintiff.

October 6, 2023

Respectfully Submitted,

Tatum Stewart,
Plaintiff
By her attorneys,

/s/ Beth R. Myers

Beth R. Myers, BBO #676043

bmyers@burnslev.com

Sara D. Judge, BBO #669104

sjudge@burnslev.com

Taylor M. Makson, BBO #697476

tmakson@burnslev.com

Burns & Levinson LLP

125 High Street

Boston, MA 02110

T: 617-345-3000

DATE: 10/12/23

**Commonwealth of Massachusetts
Cambridge District Court**

CLERK'S ENTRY

Tatum Stewart
Plaintiff

2352CV0170
Docket Number

Chaff Beer, et al
Defendant
Suzanne Schelow

Plaintiff Only

Plaintiff Defaulted

Defendant Only

Defendant Defaulted

Both Parties Present

After hearing, the following shall be entered on the docket:

Clerk: _____

Judge: _____

Time of hearing: _____

Courtroom: _____

Next hearing date: _____

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
DEPARTMENT
NO. 2352CV000170

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TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants,

and

LEADER BANK and BAYCOAST BANK,

Trustee Process Defendants.
----- x

AMENDED COMPLAINT

Introduction

This is an action for bold and intentional violation of the Massachusetts' Wage Act, G.L. c. 149 § 148 for non-payment of wages and for failure to maintain true and accurate payroll records in violation of G.L. c. 149 § 148, G.L. c. 151 §§ 15 and 19, and CMR 27.07(2). Tatum Stewart, the Plaintiff, worked for the Defendants, Suzanne Schalow and her company Craft Beer Cellar Group, LLC, for more than three years until Ms. Stewart's position as Chief Operating Officer was eliminated effective January 15, 2023. The Defendants failed and refused to pay Ms. Stewart the wages and accrued vacation time that she had earned, which was due to be paid no later than the termination date. Instead, the Defendants made a series of incomplete payments between January 20 and February 21, 2023, failed to provide paystubs for some of these payments, provided

2023 OCT -6 P 3 04
CAMBRIDGE DISTRICT COURT
CLERK'S OFFICE

incorrect paystubs for other payments, failed to include Ms. Stewart's rate of pay or hours worked on paystubs, failed to provide copies of many months' worth of paystubs to Ms. Stewart, and intentionally altered more than eight months of Ms. Stewart's previously issued paystubs to conceal her accrued vacation hours in an effort to dodge their statutory legal obligation to pay the balance of Ms. Stewart's vacation time. As a result of the Defendant's outrageous conduct, Ms. Stewart has been damaged and is still waiting to be paid the balance of her accrued vacation time.

Parties

1. Plaintiff, Tatum Stewart ("Ms. Stewart"), is a citizen of Massachusetts with a last and usual residence in Plymouth, Massachusetts, Plymouth County.

2. Defendant, Craft Beer Cellar Group, LLC ("Craft Beer," "Company" or "Defendant") is a limited liability corporation organized under the laws of the Commonwealth of Massachusetts, with a principal place of business located at 87 Leonard Street, Belmont, Massachusetts, Middlesex County.

3. Defendant, Suzanne Schalow ("Ms. Schalow" or "Defendant"), is a citizen of Massachusetts with a last and usual residence in Belmont, Massachusetts, Middlesex County.

4. Trustee Process Defendant Leader Bank ("Leader Bank") is a banking institution with offices located throughout Massachusetts, including one location at 363 Pleasant Street, Belmont, Massachusetts.

5. Trustee Process Defendant BayCoast Bank ("BayCoast Bank") is a banking institution with offices located throughout Massachusetts, including one at 2 Locust Street, Berkley, Massachusetts.

Jurisdiction and Venue

6. This Court has jurisdiction over this matter by virtue of G.L. Ch. 223A §§ 2 and 3, G.L. c. 212 § 3 and G.L. c. 149 § 150.

7. Venue is properly laid in this county by virtue of G.L. c. 149 § 27C (a)(2) and G.L. c. 223 § 1, as the acts complained of occurred in Middlesex County.

8. The Plaintiff filed a timely complaint with the Attorney General's Office and received notice of her right to pursue a private right of action from that office on March 15, 2023.

Facts

9. Ms. Schalow and the Company (collectively, the "Defendants") are employers as defined under G.L. c. 149 §§ 1, 148.

10. Ms. Stewart was employed by the Defendants as their Chief Operating Officer ("COO") beginning on or about October 1, 2019.

11. After more than three years of successful employment, the Defendants eliminated the COO position, terminating Ms. Stewart's employment on January 15, 2023 ("Termination Date").

12. At the time of Ms. Stewart's hire, the Parties entered into an Employment Agreement, which governed various terms of Ms. Stewart's employment ("Employment Agreement"). Specifically, the Defendants promised to compensate Ms. Stewart with an annual salary of \$75,000, paid on a weekly basis. In 2022, the Defendants increased Ms. Stewart's base salary to \$80,000, which remained her salary in 2023 at the time of her termination.

13. Upon information and belief, payroll payments by Craft Beer and Ms. Schalow were made from a checking account with Trustee Process Defendant Leader Bank, ending in 953.

14. Upon information and belief, Craft Beer and Ms. Schalow had an account with Trustee Process Defendant BayCoast Bank, ending in 887.

15. Under the terms of the Employment Agreement, Ms. Stewart was also entitled to vacation and holiday pay.

16. The Employment Agreement was silent with respect to the method and calculation of vacation pay accrual.

17. However, Ms. Stewart's weekly pay statements reflect that she accrued 1.73 hours of vacation pay each week.

18. As of Ms. Stewart's Termination Date, she had accrued 232.93 hours unused vacation time.

19. No later than January 15, 2023, the Defendants had a duty to pay Ms. Stewart all of her earned wages, as well as her accrued and unused vacation time.

20. On the Termination Date, the Defendants failed to pay Ms. Stewart \$1,538.46 in wages and \$8,957.69 in vacation pay.

21. Following the Termination Date, Ms. Stewart complained to the Defendants and raised the wages and vacation time that she believed she was owed.

22. In an effort to avoid paying Ms. Stewart the wages to which she is entitled, the Defendants claimed that Ms. Stewart's calculation of her vacation time was inaccurate. Ms. Stewart's calculation was based on the accrued vacation hours reflected on her weekly paycheck, which was accurate and had never been questioned by the Defendants prior to her termination.

23. In a brazen attempt to conceal and evade its statutory obligations, the Defendants intentionally altered all of Ms. Stewart's paychecks from May 13, 2022 through January 20, 2023 so that any reference to her vacation time accrual was omitted. Fortunately, prior to the

Defendant's deceptive actions, Ms. Stewart had retained copies of the original paychecks, which reflect the accurate accrual of vacation time.

24. Instead of paying what it was statutorily obligated to pay, the Defendants made the following payments to Ms. Stewart after her Termination Date:

- a. \$1,538.46 on January 20, 2023;
- b. \$250.00 on January 27, 2023;
- c. \$1538.30 on February 3, 2023; and
- d. \$982.61, \$1,232.61, \$1,232.61, and \$692.30 on February 21, 2023.

25. The Defendants failed to issue paystubs for any of the four payments made on February 21, 2023.

26. After Ms. Stewart complained and requested that paystubs be issued, she received three paystubs reflecting the following payments:

- e. a paystub reflecting a pay date of March 12, 2023, in the amount of \$1,232.62;
- f. a paystub reflecting a pay date of March 12, 2023, in the amount of \$1,232.60;
- g. a paystub reflecting a pay date of March 12, 2023, in the amount of \$1,844.02.

27. None of the paystubs the Defendants issued on March 12 accurately reflect the amounts deposited into Ms. Stewart's bank account on February 21, 2023, nor do they reflect the correct pay date.

28. After Ms. Stewart pointed out the Defendants' errors (again), on March 17, 2023, the Defendants issued a corrected paystub in the amount of \$692.30, which reflected a pay date of March 17, but was intended to record one of the payments made to Ms. Stewart on February 21, 2023. To date, the Defendants have not issued corrected paystubs for the remaining three payments made on February 21, 2023.

29. As of this date, in addition to the damages associated with the late and partial payment of wages and vacation time, the Defendants have failed to pay Ms. Stewart vacation pay of \$3,029.26, which remains outstanding.

30. Thus, the Defendants are liable to Ms. Stewart for liquidated damages and attorneys' fees in connection with their late payment and nonpayment of wages and their failure to issue accurate and timely paystubs.

31. In connection with her termination, Ms. Stewart sought unemployment insurance benefits ("UI Benefits") from the Massachusetts Division of Unemployment Assistance ("DUA"). However, the Defendants failed to accurately report wages earned by Ms. Stewart in 2022 through the Termination Date to the Department of Revenue, which the DUA relies on to determine eligibility and benefit amounts.

32. Further, when prompted by the DUA to supply wage and earnings information for Ms. Stewart, the Defendants provided false and inaccurate information.

33. Ms. Stewart was limited in her ability to supply wage information to the DUA, because the Defendants failed to maintain accurate and accessible records of Ms. Stewart's wages, work hours, or rate of pay.

34. In particular, the Defendants did not maintain or possess a complete copy of Ms. Stewart's 2022 payroll records. Rather, the bulk of Ms. Stewart's 2022 payroll records were maintained by a third-party vendor, with whom, upon information and belief, the Defendants were in a dispute over payment for services.

35. Despite Ms. Stewart's repeated requests and because of the Defendants' failure to maintain copies of Ms. Stewart's 2022 payroll records, the Defendants failed to provide Ms. Stewart with copies of her 2022 payroll records.

36. As a result, Ms. Stewart's UI Benefits were delayed and reduced based on the Defendants' unlawful actions.

37. What is more, as of this date, despite Ms. Stewart's repeated requests, the Defendants' have failed to accurately report Ms. Stewart's 2022 wages to the federal and state taxing authorities.

Claims

COUNT I

(Violation of G.L. c. 149 § 148 Nonpayment of Wages)

38. The Plaintiff repeats and reiterates the allegations of the preceding paragraphs 1 through 38, inclusive, and incorporates them herein by reference.

39. The Defendants had a duty to pay Ms. Stewart all earned wages and vacation pay no later than January 15, 2023.

40. By their conduct, as more particularly described above, *inter alia* by making late payments and otherwise failing to pay Ms. Stewart wages and vacation pay that had been earned and were due and payable, the Defendants violated G.L. c. 149 § 148.

41. Defendants knowingly and intentionally delayed payment and refused to pay Ms. Stewart wages owed in violation of G.L. c. 149 § 148.

42. Ms. Stewart has been damaged by Defendants' acts and omissions.

43. The Defendants are liable to Ms. Stewart for the violations set forth above.

44. Defendants' failure to comply with G.L. c. 149 § 148 entitles Ms. Stewart to recover treble damages, interest, reasonable attorneys' fees, and costs pursuant to G.L. c. 149 § 150.

COUNT II

(Failure to Maintain Proper Payroll Records and Issue Lawful Paystubs in Violation of G.L. c. 149 § 148, G.L. c. 151 §§ 15 and 19, and CMR 27.07(2))

45. The Plaintiff repeats and reiterates the allegations of the preceding paragraphs 1 through 45, inclusive, and incorporates them herein by reference.

46. The Defendants had a duty to maintain accurate payroll records and to issue accurate and timely paystubs to Ms. Stewart.

47. In particular, pursuant to G.L. c. 149 § 148, the Defendants had a duty to provide Ms. Stewart with paystubs showing the correct date, number of hours worked, and hourly rate, and the amounts of deductions or increases made for the pay period.

48. Pursuant to G.L. c. 151 § 15, the Defendants had a duty to keep a true and accurate record of the name, address and occupation of each employee, of the amount paid each pay period to each employee, of the hours worked each day and each week by each employee.

49. For each employee, pursuant to CMR 27.07(2), the Defendants had a duty to keep a true and accurate record of the employee's name, complete address, social security number, occupation, amount paid each pay period, hours worked each day, rate of pay, vacation pay, any deductions made from wages, any fees or amounts charged by the employer to the employee, dates worked each week, and such other information required by law.

50. By their conduct, as more particularly described above, *inter alia* by failing to maintain accurate payroll records, failing to issue paystubs, failing to issue accurate or timely paystubs, failing to include the number of hours Ms. Stewart worked or her hourly pay rate on paystubs issued, and falsifying paystubs, the Defendants violated M.G.L. c. 149 § 148, M.G.L. c. 151 § 15, and CMR 27.07(2)).

51. Defendants' violations were knowingly and intentional.

52. Ms. Stewart has been damaged by Defendants' acts and omissions.

53. The Defendants are liable to Ms. Stewart for the violations set forth above.

54. Defendants' failure to comply with G.L. c. 149 § 148 and G.L. c. 151 § 19 entitles Ms. Stewart to recover treble damages, interest, reasonable attorneys' fees, and costs pursuant to G.L. c. 149 § 150.

WHEREFORE, Tatum Stewart, the Plaintiff, prays the court to:

- a. Award her damages for the violations of law set forth above, according to law;
- b. Award her treble damages, as liquidated damages, according to law;
- c. Award her interest, according to law;
- d. Award her reasonable costs and attorneys' fees;
- e. Imposition of a civil fine, according to law; and
- f. Grant such additional relief as the court deems reasonable and proper.

Demand for Jury Trial

The Plaintiff demands a jury trial on all applicable issue.

October 5, 2023

Respectfully submitted,

Tatum E. Stewart,
Plaintiff
by her attorneys,

/s/ Beth R. Myers

Beth R. Myers, BBO# 676043

bmyers@burnslev.com

Sara D. Judge, BBO# 669104

sjudge@burnslev.com

Burns & Levinson LLP

125 High Street

Boston, MA 02110

617-345-3000

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
DEPARTMENT
NO. 2352CV000170

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TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants.
-----x

NOTICE OF APPEARANCE OF COUNSEL

Please enter the appearance of Sara Decatur Judge of Burns & Levinson LLP, on behalf of Plaintiff Tatum E. Stewart in the above-captioned action.

Respectfully submitted,

PLAINTIFF TATUM E. STEWART,
by her attorneys,

/s/ Sara D. Judge

Sara D. Judge, BBO# 669104

sjudge@burnslev.com

Beth R. Myers, BBO# 676043

bmyers@burnslev.com

Burns & Levinson LLP

125 High Street

Boston, MA 02110

Telephone: 617-345-3000

Dated: September 27, 2023

CERTIFICATE OF SERVICE

I hereby certify that on September 27, 2023, I served the foregoing document on Defendants by using the MA Court's E-File System (E-file and Courtesy Copy Option), and First Class Mail, postage prepaid, as follows:

Suzanne Schalow, Manager
Craft Beer Cellar
87 Leonard Street
Belmont, MA 02478
suzanne@craftbeercellar.com

/s/ Sara Decatur Judge
Sara Decatur Judge

4875-1341-8878.1

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

CAMBRIDGE, ss.
DEPARTMENT

DISTRICT COURT

_____)
TATUM STEWART,)
)
Plaintiff,)
)
v.)
)
CRAFT BEER CELLAR GROUP, LLC)
and SUZANNE SCHALOW,)
)
Defendants.)
_____)

Civil Action No. 2352CV000170

MOTION ALLOWED
Judge Frank
8/18/23

**UNOPPOSED MOTION FOR LEAVE TO EXTEND TIME TO
ANSWER OR OTHERWISE RESPOND TO COMPLAINT**

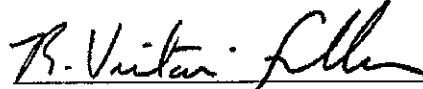
Defendants Craft Beer Cellar Group, LLC and Suzanne Schalow (together, "CBC") respectfully request a 30-day extension of time to answer or otherwise respond to the Complaint, up to and including September 29, 2023. As grounds for this motion, CBC states that counsel for CBC has filed a motion to withdraw, and CBC will therefore need the additional time to retain successor counsel and respond to the Complaint. This is CBC's first request for an extension to respond to the Complaint, no party will be prejudiced by the allowance of this motion, and Plaintiff does not oppose this motion.

WHEREFORE, CBC respectfully requests a 30-day extension of time to answer or otherwise respond to the Complaint, up to and including **September 29, 2023**.

Respectfully Submitted,

CRAFT BEER CELLAR GROUP, LLC and
SUZANNE SCHALOW,

By their attorney,

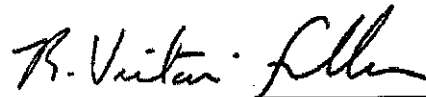


R. Victoria Fuller, BBO No. 666494
White and Williams, LLP
101 Arch Street, Suite 1930
Boston, Massachusetts 02110
fullerv@whiteandwilliams.com
Tel: (617) 748-5223

Dated: August 15, 2023

RULE 9A CERTIFICATION

I, R. Victoria Fuller, certify that on August 11 and August 14, 2023, I conferred with Plaintiff's counsel, Sara Decatur Judge at Burns and Levinson, LLP, who confirmed that the Plaintiff did not oppose the relief sought in this motion.

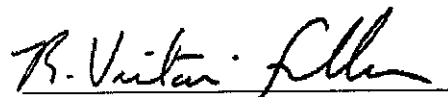


R. Victoria Fuller, Esq.

CERTIFICATE OF SERVICE

I, R. Victoria Fuller, hereby certify that on this 15th day of August 2023, a true and correct copy of the foregoing was served via first-class, postage prepaid mail and email on the following:

Beth R. Meyers, Esq.
Sara D. Judge, Esq.
Burns & Levinson LLP
125 High Street
Boston, MA 02110
bmyers@burnslev.com
sjudge@burnslev.com



R. Victoria Fuller, Esq.

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

CAMBRIDGE, ss.
DEPARTMENT

DISTRICT COURT

TATUM STEWART,)
)
)
 Plaintiff,)
)
 v.)
)
 CRAFT BEER CELLAR GROUP, LLC)
 and SUZANNE SCHALOW,)
)
 Defendants.)

Civil Action No. 2352CV000170

**MOTION FOR LEAVE TO WITHDRAW APPEARANCE
OF R. VICTORIA FULLER AND WHITE AND WILLIAMS, LLP
FOR CRAFT BEER CELLAR GROUP, LLC AND SUZANNE SCHALOW**

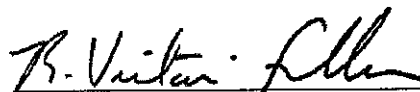
Pursuant to Mass. R. Civ. P. Rule 11(c), and Mass. R. Prof. C. Rule 1.16, the undersigned counsel and the law firm White and Williams, LLP (together, the “Firm”) respectfully request leave to withdraw on behalf of Defendants Craft Beer Cellar Group, LLC and Suzanne Schalow (together “Defendants”). As grounds for this motion, the Firm cites an irreparable breakdown in the attorney-client relationship.

The Firm is prohibited from more specifically disclosing the reasons for withdrawal due to the attorney-client privilege and counsel’s duty of confidentiality and related professional obligations to Defendants. As a result of Counsel’s reasons, however, Counsel cannot represent Defendants going forward in this case. Counsel has advised Defendants and Plaintiff’s counsel of her intent to seek leave to withdraw.

This case is at its inception, and no trial date is set yet. The Defendants assent to this motion. Plaintiff's counsel does not oppose this motion or Defendants' motion for a 30-day extension to respond to the Complaint, to be separately filed, which will put the new deadline at **Friday September 29, 2023**. As a result, there is sufficient time for Defendants to retain successor counsel and respond to the Complaint.

WHEREFORE, the Firm respectfully requests leave to withdraw appearance of R. Victoria Fuller and White and Williams, LLP for Craft Beer Cellar Group, LLC and Suzanne Schalow.

Respectfully Submitted,



R. Victoria Fuller, BBO No. 666494
White and Williams, LLP
101 Arch Street, Suite 1930
Boston, Massachusetts 02110
fullerv@whiteandwilliams.com
Tel: (617) 748-5223

Dated: August 15, 2023

RULE 9A CERTIFICATION

I, R. Victoria Fuller, certify that on August 11 and August 14, 2023, I conferred with Plaintiff's counsel, Sara Decatur Judge at Burns and Levinson, LLP, who confirmed that the Plaintiff did not oppose the relief sought in this motion.



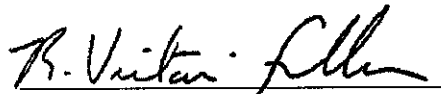
R. Victoria Fuller, Esq.

CERTIFICATE OF SERVICE

I, R. Victoria Fuller, hereby certify that on this 15th day of August 2023, a true and correct copy of the foregoing was served via first-class, postage prepaid mail and email on the following:

Beth R. Meyers, Esq.
Sara D. Judge, Esq.
Burns & Levinson LLP
125 High Street
Boston, MA 02110
bmyers@burnslev.com
sjudge@burnslev.com

Suzanne Schalow
Craft Beer Cellar Group, LLC
85 Leonard Street
Belmont MA 02478



R. Victoria Fuller, Esq.

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

CAMBRIDGE, ss:

DISTRICT COURT
DEPARTMENT
NO. 2352-cv-000170

----- X
TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
and SUZANNE SCHALOW,

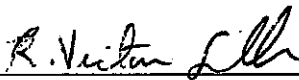
Defendants.
----- X

AFFIDAVIT OF ACCEPTANCE OF SERVICE

I, Victoria Fuller, Esq., serve as counsel for Craft Beer Cellar Group, LLC and Suzanne Schalow, Defendants in the above-captioned case.

I hereby acknowledge receipt and certify that I accepted service of the Summonses, Complaint and Statement of Damages on behalf of both Defendants. My execution of this *Affidavit of Acceptance of Service* constitutes valid service of process upon Craft Beer Cellar Group, LLC and Suzanne Schalow, pursuant to Mass. R. Civ. P. 4.

Signed under the penalties of perjury this 7th day of June, 2023.



Victoria Fuller, Esq. (BBO# 666494)

Commonwealth of Massachusetts
Cambridge District Court
4040 Mystic Valley Parkway
Medford, MA 02155
(781) 306-2715

Tatum Stewart,
PLAINTIFF(S),

CIVIL NO.

v.
Craft Beer Cellar Group, LLC
and Suzanne Schalow,
DEFENDANT(S)

SUMMONS

THIS SUMMONS IS DIRECTED TO Craft Beer Cellar Group, LLC
(Defendant's name)

1. **This Notice is to inform you that you are being sued.** The person or business suing you is known as the Plaintiff. A copy of the Plaintiff's Complaint against you is attached and the original has been filed in the Cambridge Division of the District Court Department. You must respond to this lawsuit in writing. If you do not respond, the Plaintiff may obtain a court order requiring you to pay money or provide other relief.

2. **You must respond within 20 days to protect your rights.** In order to protect your right to defend yourself in this lawsuit, you must deliver or mail a written response called an "Answer" to both the "Clerk's Office for Civil Business, Cambridge District Court, 4040 Mystic Valley Parkway, Medford, MA 02155" and to the individual below:

Beth Myers, at 125 High Street, Boston, MA 02110.
(name of Plaintiff or Plaintiff's attorney) (address)

Your Answer must be delivered or mailed within 20 days from the date the Summons was delivered to you. If you need more time to respond, you may request an extension of time in writing from the Court.

3. **Your Answer must respond to each claim made by the Plaintiff.** Your Answer is your written response to the statements made by the Plaintiff in the Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. You may agree with some of the things the Plaintiff says and disagree with other things. You may also say that you do not know whether one (or more) of the statements made in the Plaintiff's Complaint is true. If you want to have your case heard by a jury, you must **specifically** request a jury trial in your Answer. Even if you agree that you owe what is claimed, sending an Answer will provide you with an opportunity to participate and explain your circumstances.

4. **You must list any reason why you should not have to pay the Plaintiff what the Plaintiff asks for.** If you have any reason(s) why the Plaintiff should not get what the Plaintiff asks for in the Complaint, you must write those reasons (or "defenses") in your Answer.

5. **You may lose this case if you do not send an Answer to the Court and the Plaintiff.** If you do not mail or deliver the Answer within 20 days, you may lose this case. You will have no opportunity to tell your side of the story and the Court may order that the Plaintiff receive everything requested in the Complaint. The Court may allow a motion permitting the Plaintiff take your property and/or wages. If you respond to the Complaint and appear at the hearing, you will get an impartial hearing by a judge. Even if you choose to discuss this matter with the Plaintiff (or the Plaintiff's lawyer), you should still send your Answer **within 20 days**. Even if you file an Answer, you can still reach an agreement with the Plaintiff.

6. **Legal Assistance.** You may wish to get legal help from a lawyer. **If you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.** You may also obtain information at www.mass.gov/courts/selfhelp.

7. **You can also sue the Plaintiff.** If you believe the Plaintiff owes you money or has harmed you in some way related to the lawsuit, you must describe that in your Answer. If you do not include these claims (called "Counterclaims") in your written response, **you may lose your ability to sue the Plaintiff** about anything related to this lawsuit.

8. **You or your attorney must attend all court hearings.** If you send your Answer to the Court and the Plaintiff, you will protect your rights. The Court will send you a notice telling you the date, time, and place of an impartial hearing before a judge. The judge will hear both sides of any arguments and schedule any additional hearings.

9. The civil number appearing on the front of this notice is the case docket number and must appear on the front of your Answer.

Witness Hon. David E. Frank, First Justice on 5/23/, 2023.

(SEAL)

Sharon Shelfer Casey

Sharon Shelfer Casey, Clerk-Magistrate

Note: The number assigned to the Complaint by the Clerk-Magistrate at the beginning of the lawsuit should be indicated on the summons before it is served on the Defendant.

RETURN OF SERVICE

(for use by person making service)

On _____, 20____, I served a copy of the within summons, together with a copy of the Complaint in this case, upon the named defendant in the following manner:

Last and usual at (address)*

(signature)

(name and title)

In hand

(address)

Other:

Please place date you make service in this box and on copy served on defendant and return original to this Court:

[Empty box for date of service]

*If service is made at the last and usual place of abode, the officer shall forthwith mail first class a copy of the summons to such last and usual place of abode, and shall set forth in the return the date of mailing and the address to which the summons was sent. (G.L. c. 223, § 31).

Commonwealth of Massachusetts
Cambridge District Court
4040 Mystic Valley Parkway
Medford, MA 02155
(781) 306-2715

Tatum Stewart,
PLAINTIFF(S),

CIVIL NO.

v.

SUMMONS

Craft Beer Cellar Group, LLC
and Suzanne Schalow,
DEFENDANT(S)

THIS SUMMONS IS DIRECTED TO Suzanne Schalow
(Defendant's name)

1. **This Notice is to inform you that you are being sued.** The person or business suing you is known as the Plaintiff. A copy of the Plaintiff's Complaint against you is attached and the original has been filed in the Cambridge Division of the District Court Department. You must respond to this lawsuit in writing. If you do not respond, the Plaintiff may obtain a court order requiring you to pay money or provide other relief.

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Beth Myers, at 125 High Street, Boston, MA 02110
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9. The civil number appearing on the front of this notice is the case docket number and must appear on the front of your Answer.

Witness Hon. David E. Frank, First Justice on 5/23/, 2023.

(SEAL)

Sharon Shelfer Casey

Sharon Shelfer Casey, Clerk-Magistrate

Note: The number assigned to the Complaint by the Clerk-Magistrate at the beginning of the lawsuit should be indicated on the summons before it is served on the Defendant.

RETURN OF SERVICE

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(signature)

(name and title)

In hand

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[Empty box for date of service]

*If service is made at the last and usual place of abode, the officer shall forthwith mail first class a copy of the summons to such last and usual place of abode, and shall set forth in the return the date of mailing and the address to which the summons was sent. (G.L. c. 223, § 31).

STATEMENT OF DAMAGES
G.L. c. 218, § 19A(a)

DOCKET NO.
2352-CV-000170

Trial Court of Massachusetts



PLAINTIFF(S)
Tatum E. Stewart

DEFENDANT(S)
Craft Beer Cellar Group, LLC, et al.

DATE FILED
May 15, 2023

INSTRUCTIONS: THIS FORM MUST BE COMPLETED AND FILED WITH THE COMPLAINT OR OTHER INITIAL PLEADING IN ALL DISTRICT AND BOSTON MUNICIPAL COURT CIVIL ACTIONS SEEKING MONEY DAMAGES.

COURT DIVISION

TORT CLAIMS

AMOUNT

A. Documented medical expenses to date:	
1. Total hospital expenses:	\$ _____
2. Total doctor expenses:	\$ _____
3. Total chiropractic expenses:	\$ _____
4. Total physical therapy expenses:	\$ _____
5. Total other expenses (<i>describe</i>) _____	\$ _____
SUBTOTAL:	\$ _____
B. Documented lost wages and compensation to date:	\$ 3,029.26
C. Documented property damages to date:	\$ _____
D. Reasonably anticipated future medical and hospital expenses:	\$ _____
E. Reasonable anticipated lost wages:	\$ _____
F. Other documented items of damage (<i>describe</i>): <u>Liquidated damages</u> <u>the plaintiff will also be entitled to attorneys' fees</u>	\$ 20,993.32
G. Brief description of Plaintiff's injury, including nature and extent of injury: <u>Nonpayment and late payment of wages and failure to maintain payroll records</u>	
For this form, disregard double or treble damage claims; indicate single damages only.	TOTAL: \$ 24,022.58

CONTRACT CLAIMS

AMOUNT

<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a)	
Provide a detailed description of the claim(s):	\$ _____
_____	\$ _____
_____	\$ _____
For this form, disregard double or treble damage claims; indicate single damages only.	OFFICE TOTAL: \$ _____

ATTORNEY FOR PLAINTIFF (OR UNREPRESENTED PLAINTIFF)
Beth Myers 5/15/23
 SIGNATURE DATE
 May 15, 2023
 PRINT OR TYPE NAME B.B.O.#
 Beth R. Myers 676043
 ADDRESS
 Burns & Levinson LLP, 125 High Street, Boston, MA 02110

DEFENDANT'S NAME AND ADDRESS:
 Craft Beer Cellars Group, LLC and Suzanne Shalow
 87 Leonard Street, Belmont, MA

CERTIFICATION PURSUANT TO SJC RULE 1:18: I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney on Record: *Beth Myers* Date: 5/15/23

Clara Derenzis

From: Suzanne Schalow <sschalow@gmail.com>
Sent: Monday, December 4, 2023 10:23 PM
To: Clara Derenzis
Subject: Re: 2352CV0170

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Clara,
Please note case 2352CV0170:
We will not be in attendance on Thursday, nor will our Attorney, who has been hired to prepare our bankruptcy case.
If opposing counsel needs contact information, please have them reach out to me directly and I will provide it.

Warmly,

Suzanne

On Wed, Nov 1, 2023 at 3:37 PM Clara Derenzis <clara.derenzis@jud.state.ma.us> wrote:

Oh sorry, 11:30AM is correct.

From: Suzanne Schalow <sschalow@gmail.com>
Sent: Wednesday, November 1, 2023 3:36 PM
To: Clara Derenzis <clara.derenzis@jud.state.ma.us>
Subject: Re: 2352CV0170

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm not sure what that is, but I don't believe it pertains to me.

I have the zoom link. Just looking for a confirmation on the time.

Warmly,

Suzanne

On Wed, Nov 1, 2023 at 8:21 AM Clara Derenzis <clara.derenzis@jud.state.ma.us> wrote:

From: Suzanne Schalow <sschalow@gmail.com>
Sent: Tuesday, October 31, 2023 11:40 PM
To: Clara Derenzis <clara.derenzis@jud.state.ma.us>
Subject: Re: 2352CV0170

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Clara,

Can you please verify the time for tomorrow's zoom meeting? 11:30am?

Thank you,

Suzanne

On Tue, Oct 17, 2023 at 3:31 PM Suzanne Schalow <sschalow@gmail.com> wrote:

Clara,

I've been unable to find counsel

I'm wondering if you can tell me how our previous counsel was able to withdraw without my approval?

It is my understanding that once a case is in motion, counsel can not withdraw, without the approvals from everyone.

Let me know, when you can.

Thank you,

Suzanne

On Mon, Oct 2, 2023 at 12:05 PM Suzanne Schalow <sschalow@gmail.com> wrote:

Okay, this should work for me. Thank you! I will have counsel by this time.

Suzanne

On Mon, Oct 2, 2023 at 12:03 PM Clara Derenzis <clara.derenzis@jud.state.ma.us> wrote:

No, We can do 11/2

From: Suzanne Schalow <sschalow@gmail.com>
Sent: Monday, October 2, 2023 11:58 AM
To: Clara Derenzis <clara.derenzis@jud.state.ma.us>
Subject: Re: 2352CV0170

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Should be okay with me, but I'm still a little confused, Clara.

I need counsel, and have asked for more time, but you all are asking me to be there.

Possible to push to 26th? If so, I think that would give me enough time to obtain representation. I can not do the 19th.

Warmly,

Suzanne

On Mon, Oct 2, 2023 at 10:38 AM Sara Decatur Judge <sjudge@burnslev.com> wrote:

Thank you, Clara.

Sara D. Judge
Partner
Mobile: 917.364.6379
Office: 617.345.3211
sjudge@burnslev.com

Burns & Levinson LLP
125 High Street Boston, MA 02110
P 617.345.3000 | F 617.345.3299
burnslev.com

.....
This e-mail message is intended only for the designated recipient(s). It may contain confidential or proprietary information, and may be subject to the attorney-client privilege and/or other confidentiality protections. If you are not the intended recipient, you may not review, retain, disseminate, distribute or copy this communication. If you have received this communication in error, please notify us immediately by telephone or reply e-mail. Thank

you.

-----Original Message-----

From: Clara Derenzis <clara.derenzis@jud.state.ma.us>
Sent: Monday, October 2, 2023 10:15 AM
To: Suzanne Schalow <sschalow@gmail.com>; Sara Decatur Judge <sjudge@burnslev.com>
Cc: Beth Myers <bmyers@burnslev.com>
Subject: RE: 2352CV0170

Hello,

I'm so sorry, but we have to reschedule the hearing for this Thursday 10/5/2023.

We have 10/12/2023 open, same time and zoom info.

If that's a problem, please email right away.

Thanks,

Clara

-----Original Message-----

From: Clara Derenzis <clara.derenzis@jud.state.ma.us>
Sent: Friday, September 29, 2023 8:54 AM
To: Suzanne Schalow <sschalow@gmail.com>; sjudge@burnslev.com
Cc: bmyers@burnslev.com
Subject: 2352CV0170

Judge Murphy would like this to be heard next Thursday 10/5/23 @11:30AM by zoom.
Info attached.

-----Original Message-----

From: medclxfax@jud.state.ma.us <medclxfax@jud.state.ma.us>
Sent: Friday, September 29, 2023 8:34 AM
To: Clara Derenzis <clara.derenzis@jud.state.ma.us>
Subject: 09/29/2023 08:34

Scanned from MFP14344249

Date:09/29/2023 08:34

Pages:3

Resolution:200x200 DPI

X

Please accept this email as a request for more time to secure counsel. We currently have a date of September 29th, 2023. I have yet to obtain counsel for this matter. I can not afford counsel for this matter and continue to try to explore creative options.

Thank you for your consideration.

Warmly,

Suzanne

Suzanne Schalow

CEO - Craft Beer Cellar



Looking for 30-90 days at least.

Suzanne Schalow

CEO - Craft Beer Cellar

Director of Operations - Craft Beer Initiative

please send this to Plaintiff and schedule for a hearing on a Thursday

Suzanne Schalow

CEO - Craft Beer Cellar

Director of Operations - Craft Beer Initiative

Suzanne Schalow

Clara Derenzis

From: Suzanne Schalow <sschalow@gmail.com>
Sent: Monday, September 25, 2023 2:52 PM
To: CMCambridgeDC
Subject: Fwd: Docket Number: 2352CV000170

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Best,

Suzanne

----- Forwarded message -----

From: **Suzanne Schalow** <suzanne@craftbeercellar.com>
Date: Mon, Sep 25, 2023 at 2:51 PM
Subject: Fwd: Docket Number: 2352CV000170
To: Suzanne Schalow <sschalow@gmail.com>

----- Forwarded message -----

From: **Suzanne Schalow** <suzanne@craftbeercellar.com>
Date: Mon, Sep 25, 2023 at 2:49 PM
Subject: Fwd: Docket Number: 2352CV000170
To: <cmcambridgedc@jud.state.ma.us>

----- Forwarded message -----

From: **Suzanne Schalow** <suzanne@craftbeercellar.com>
Date: Mon, Sep 25, 2023 at 10:39 AM
Subject: Re: Docket Number: 2352CV000170
To: <cmcambridgedc@jud.state.ma.us>

Following up here, to see if I can get a later date.

Thanks for your time,

Suzanne

On Wed, Sep 20, 2023 at 8:24 AM Suzanne Schalow <suzanne@craftbeercellar.com> wrote:

CEO - Craft Beer Cellar

Director of Operations - Craft Beer Initiative

SUMMONS TO TRUSTEE
(Mass. R. Civ. P. 4.2)

DOCKET NUMBER

2352 CV

000170

Trial Court of Massachusetts
District Court Department
Civil Session



COURT DIVISION

Cambridge District Court, 4040 Mystic Valley Parkway, Medford, MA 02155-6918

PLAINTIFF NAME & ADDRESS

Tatum Stewart

PLAINTIFF ATTORNEY NAME & ADDRESS

Sara Judge
Burns & Leinson LLP
125 High St. Boston MA

DEFENDANT NAME AND ADDRESS

Craft Beer Cellar Group LLC and
Suzanne Schalow
87 Leonard St. Belmont MA

DEFENDANT ATTORNEY NAME & ADDRESS

pro se

TRUSTEE NAME & ADDRESS

Bay Coast Bank
2 Locust Street
Berkley, MA

DATE ON WHICH COMPLAINT IN THIS CASE WAS FILED

Amended on 10/6/23

DATE ATTACHMENT APPROVED

10/11/23

ATTACHMENT AMOUNT

\$ 17,521.56

SIGNATURE OF JUDGE APPROVING ATTACHMENT

X [Signature] \$17,521.56

TO THE ABOVE NAMED TRUSTEE:

You are hereby summoned and required to file, within 20 days after service of this summons upon you, exclusive of the day of service, an answer under oath disclosing what goods, effects or credits, if any, of the defendant named above are in your hands or possession at the time of the service of this summons upon you which may be taken on execution issued upon said judgment, if any, as the above-named plaintiff may recover in an action brought against said defendant in the above-named court to the value of ~~\$57,521.56~~. Pursuant to a finding and order of the above named court, such non-exempted goods, effects or credits are hereby attached. If you fail to respond to this summons as required by law, judgment by default will be taken against you and you will be adjudged trustee as alleged. $\$17,521.56$

If the credits of the said defendant which are in your hands or possession include wages for personal labor or personal services of said defendant, you are hereby notified that an amount equal to the greater of 85 per cent of the defendant's gross wages or 50 times the Federal or Massachusetts hourly minimum wage for each week or portion thereof shall be exempt from this attachment and you are directed to pay over such exempted amount to said defendant in the same manner and at the same time as each amount would have been paid if this attachment had not been made. You are further notified that said defendant-employee may have a greater exemption under federal law than is granted under Massachusetts law. See Title III of the Federal Consumer Credit Protection Act; 15 U.S.C.A. § 1673.

You are hereby notified, unless otherwise permitted by law, if said credits are reserved by you as Trustee for the above named defendant in a pension, as fully defined in G.L. c. 246, § 28, said amounts in a pension shall be exempt by law from attachment, and you are directed to pay over such exempted amounts to said defendant in the same manner and at the same time as each such amount would have been paid if this attachment had not been made.

If you are a trust company, savings bank, cooperative bank, credit union, national banking association or any other banking institution doing business in the Commonwealth, and if the credits of said defendant in your hands include an account or accounts in the name of any natural person, you are hereby notified that pursuant to G.L. c. 246, § 28A, the sum of \$2,500.00 owned by said defendant (if a natural person) is exempt from this attachment. No business, trust or organization shall be entitled to this exemption and no natural person shall be entitled to more than a \$2,500.00 exemption at any one time.

Pursuant to Mass. R. Civ. P. 4.2(f), the Court further orders that successive service of this summons may be had until the amount approved is so attached.

TESTE OF FIRST JUSTICE

DATE SUMMONS ISSUED

CLERK/MAGISTRATE

WITNESS: David E. Frank

10/11/23

[Signature: Sharon Dejean Casey]

THIS SUMMONS IS VALID ONLY AFTER THE CLERK'S OFFICE, UPON RECEIPT OF THE REQUIRED \$5.00 SUMMONS FEE, HAS AFFIXED TO IT THE COURT SEAL, THE NAME OF THE FIRST JUSTICE AND THE SIGNATURE OR FACSIMILE OF THE CLERK/MAGISTRATE.

RETURN OF SERVICE: I certify that I served a copy of the within summons upon the within named trustee in the following manner:

DATE & TIME SERVED

SIGNATURE OF PERSON MAKING SERVICE

TITLE OF PERSON MAKING SERVICE

X

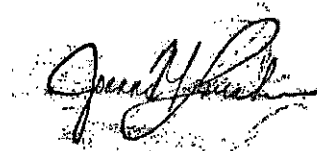
INSTRUCTIONS TO PERSON MAKING SERVICE: (1) Promptly after service of the trustee summons upon the trustee, a copy of the trustee summons with your return must be served upon the defendant in the manner provided by Rule 5. (2) You must indicate the date you make service on the trustee on the copy served on the trustee, on the original returned to the court, and on the copy returned to the person requesting service or his attorney.

Bristol County Sheriff's Office P.O. Box 8928 New Bedford, MA 02742-0928 (508) 992-6631
Bristol, SS

October 16, 2023

I hereby certify and return that on 10/13/2023 at 12:38 PM I served a true attested copy of the within Summons to Trustee, Amended Complaint to the within named Trustee, Bay Coast Bank, by giving in hand to Sandra Letendre, . . A copy of the Summons to Trustee with the deputy's endorsement thereon, was served upon the defendant in the manner provided by Rule 5 of the Rules of Court on 10/16/2023. Basic Service Fee (\$30.00) Attest Fee (\$5.00) Postage and Handling (\$2.75) Copies (\$2.00) Conveyance (\$1.50) Travel (\$22.40) Total: \$63.65

Deputy Sheriff Joanne Larrabee



Deputy Sheriff

SUMMONS TO TRUSTEE
(Mass. R. Civ. P. 4.2)

DOCKET NUMBER

2352 CV
000170

Trial Court of Massachusetts
District Court Department
Civil Session



COURT DIVISION

Cambridge District Court, 4040 Mystic Valley Parkway, Medford, MA 02155-6918

PLAINTIFF NAME & ADDRESS

Tatum Stewart

PLAINTIFF ATTORNEY NAME & ADDRESS

Sara Judge
Burns & Levinson LLP
125 High St. Boston MA

DEFENDANT NAME AND ADDRESS

Craft Beer Cellar Group, LLC and
Suzanne Schabow
87 Leonard St. Belmont MA

DEFENDANT ATTORNEY NAME & ADDRESS

pro se

TRUSTEE NAME & ADDRESS

Leader Bank
363 Pleasant St. Belmont, MA

DATE ON WHICH COMPLAINT IN THIS CASE WAS FILED

Amended on 10/6/23

DATE ATTACHMENT APPROVED

10/11/23

ATTACHMENT AMOUNT

\$57,521.56

SIGNATURE OF JUDGE APPROVING ATTACHMENT

X [Signature]

TO THE ABOVE NAMED TRUSTEE:

You are hereby summoned and required to file, within 20 days after service of this summons upon you, exclusive of the day of service, an answer under oath disclosing what goods, effects or credits, if any, of the defendant named above are in your hands or possession at the time of the service of this summons upon you which may be taken on execution issued upon said judgment. In any event, as the above-named plaintiff may recover in an action brought against said defendant in the above-named court to the value of ~~\$57,521.56~~ Pursuant to a finding and order of the above named court, such non-exempted goods, effects or credits are hereby attached. If you fail to respond to this summons as required by law, judgment by default will be taken against you and you will be adjudged trustee as alleged. \$40,000.00

If the credits of the said defendant which are in your hands or possession include wages for personal labor or personal services of said defendant, you are hereby notified that an amount equal to the greater of 85 per cent of the defendant's gross wages or 50 times the Federal or Massachusetts hourly minimum wage for each week or portion thereof shall be exempt from this attachment and you are directed to pay over such exempted amount to said defendant in the same manner and at the same time as each amount would have been paid if this attachment had not been made. You are further notified that said defendant-employee may have a greater exemption under federal law than is granted under Massachusetts law. See Title III of the Federal Consumer Credit Protection Act, 15 U.S.C.A. § 1673.

You are hereby notified, unless otherwise permitted by law, if said credits are reserved by you as Trustee for the above named defendant in a pension, as fully defined in G.L. c. 246, § 28, said amounts in a pension shall be exempt by law from attachment, and you are directed to pay over such exempted amounts to said defendant in the same manner and at the same time as each such amount would have been paid if this attachment had not been made.

If you are a trust company, savings bank, cooperative bank, credit union, national banking association or any other banking institution doing business in the Commonwealth, and if the credits of said defendant in your hands include an account or accounts in the name of any natural person, you are hereby notified that pursuant to G.L. c. 246, § 28A, the sum of \$2,500.00 owned by said defendant (if a natural person) is exempt from this attachment. No business, trust or organization shall be entitled to this exemption and no natural person shall be entitled to more than a \$2,500.00 exemption at any one time.

Pursuant to Mass. R. Civ. P. 4.2(f), the Court further orders that successive service of this summons may be had until the amount approved is so attached.

WITNESS OF FIRST JUSTICE

WITNESS: David E. Frank

DATE SUMMONS ISSUED

10/11/23

CLERK/MAGISTRATE

[Signature]

THIS SUMMONS IS VALID ONLY AFTER THE CLERK'S OFFICE, UPON RECEIPT OF THE REQUIRED \$5.00 SUMMONS FEE, HAS AFFIXED TO IT THE COURT SEAL, THE NAME OF THE FIRST JUSTICE AND THE SIGNATURE OR FACSIMILE OF THE CLERK/MAGISTRATE.

RETURN OF SERVICE: I certify that I served a copy of the within summons upon the within named trustee in the following manner:

Served Catrona at Leader Bank auth. to accept

DATE & TIME SERVED

10-13-23 10:40 AM

SIGNATURE OF PERSON MAKING SERVICE

X [Signature] - Jon Pollack

TITLE OF PERSON MAKING SERVICE

Process Sur.

INSTRUCTIONS TO PERSON MAKING SERVICE: (1) Promptly after service of the trustee summons upon the trustee, a copy of the trustee summons and return must be served upon the defendant in the manner provided by Rule 5. (2) You must indicate the date you make service on the trustee and the date served on the trustee, on the original returned to the court, and on the copy returned to the person requesting service or his attorney.

RETURN OF SERVICE
Stewart vs Craft beer et al

MIDDLESEX SS

10/24/23

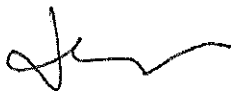
for: Suzanne Schalow c/o Craft Beer Cellar

I hereby certify and return that I this day served

1. Letter and Amended complaint

Documents were left right in front of Suzanne on the counter as she refused to take documents from me.

Service was made at
85 Leonard St
Belmont, MA 02478



Process Server & Disinterested Person
Derrick Hughes
Employee of Jon Pollack and Assoc

RETURN OF SERVICE
Stewart vs Craft beer et al

MIDDLESEX SS

10/24/23

for: Suzanne Schalow

I hereby certify and return that I this day served

1. Letter and Amended complaint

Documents were left at the last and usual place of abode.

Service was made at
375 Acorn Park Drive – Apartment 1107
Belmont, MA 02478



Process Server & Disinterested Person
Derrick Hughes
Employee of Jon Pollack and Assoc

DATE: 11/2/2

**Commonwealth of Massachusetts
Cambridge District Court**

CLERK'S ENTRY

Tatum Stewart

Plaintiff

2352CV170

Docket Number

Craft Beer

Defendant

Plaintiff Only

Plaintiff Defaulted

Defendant Only

Defendant Defaulted

Both Parties Present

After hearing, the following shall be entered on the docket:

CONT 12/7/23

Clerk: MORA

Judge: Ramo

Time of hearing: _____

Courtroom: _____

Next hearing date: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

CAMBRIDGE DISTRICT COURT

TATUM STEWART,
Plaintiff,

v.

CRAFT BEER CELLAR GROUP LLC and
SUZANNE SCHALOW
Defendants,

and

LEADER BANK and BAY COAST BANK
Trustee Defendants.

Docket No. 2352cv000170

ANSWER OF TRUSTEE LEADER BANK, N.A. TO SUMMONS TO TRUSTEE

Leader Bank, N.A. ("Leader Bank"), with a corporate office located at 180 Massachusetts Avenue, Arlington, Massachusetts, 02474, summoned as trustee for the defendants Craft Beer Cellar Group LLC and Suzanne Schalow, makes answer under oath that at the time of this service of the summons upon Leader Bank on October 13, 2023, it had in its possession goods, effects and credits in the name of Defendants in the amounts as follows:

<u>Account Title</u>	<u>Account Type</u>	<u>Balance as of October 13, 2023</u>
Suzanne Schlow (jointly owned with non-party)	Personal Checking	\$444.71 (exempt from withholding per G.L. c 246, § 28A)
Craft Beer Cellar Group LLC	Business Checking	\$1.00

2023 NOV -2 A 11:47
CAMBRIDGE DISTRICT COURT
CLERK'S OFFICE

Dated: November 1, 2023

Respectfully Submitted,

LEADER BANK, N.A.

By its attorney,




Brook L. Ames, Esq. (BBO # 664082)
SVP, General Counsel
Leader Bank, N.A.
180 Massachusetts Avenue
Arlington, MA 02474
Tel: (781) 641-7550
bames@leaderbank.com

Commonwealth of Massachusetts

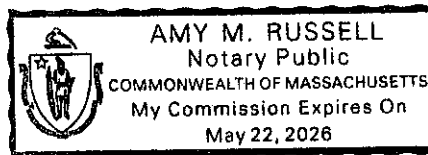
Middlesex County, ss

On this 1st day of November, 2023, before me, the undersigned notary public, personally appeared Brook Ames known by me to be the person whose name is signed on the preceding or attached document, and swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief in his capacity as SVP, General Counsel of Leader Bank, N.A.

SIGNED BEFORE ME THIS 1st day of November, 2023.



Notary Public
My Commission Expires: May 22, 2026



CERTIFICATE OF SERVICE

I hereby certify that on November 1, 2023, I served a true and correct copy of the foregoing document by U.S. Mail the persons below:

For Plaintiff

Beth R Myers & Sarah D Judge
Burns & Levinson LLP
125 High Street
Boston, MA 02110

For Defendants


Craft Beer Cellar Group, LLC
Attn: Kathryn Baker & Suzanne Schalow
15 Banks Street
Belmont, MA 02478

Suzanne Schalow
15 Banks Street
Belmont, MA 02478

Dated: November 1, 2023



Brook L. Ames

NOTICE OF NEXT EVENT	DOCKET NUMBER 2352CV000170	Trial Court of Massachusetts District Court Department 
CASE NAME Tatum Stewart v. Craft Beer Cellar Group, Llc		
ATTORNEY (OR PRO SE PARTY) TO WHOM THIS COPY OF NOTICE IS ISSUED File Copy	COURT NAME & ADDRESS Cambridge District Court 4040 Mystic Valley Parkway Medford, MA 02155	
NEXT COURT EVENT Motion Hearing (CV) 11/02/2023 at 11:30 AM Virtual Court Session	JUDGE OR MAGISTRATE (if already assigned)	
^^^ COUNSEL FOR ALL PARTIES (OR PRO SE PARTY) ^^ MUST APPEAR ON THE DATE & TIME SHOWN ABOVE		
<p>TO THE PARTIES TO THIS CASE:</p> <p>The nature, date and time of the next scheduled event concerning this case is indicated above.</p> <p>You are required to be present at this event.</p> <p>If you have good reason to request the Court to reschedule this event for another date, such request must be made by motion in accordance with the applicable court rule. Please note that the granting of a continuance is not automatic even when all the parties agree.</p> <p>Further Orders of the Court.</p>		
DATE ISSUED October 2, 2023	CLERK-MAGISTRATE Sharon S Casey	

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
DEPARTMENT
NO. 2352CV000170

TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

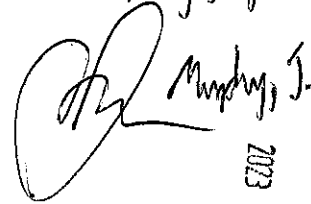
Defendants,

and

LEADER BANK and BAYCOAST BANK,

Trustee Process Defendants.

10/11/23: After hearing, the motion is allowed in the amount of \$57,521.56; \$40,000 to be captured by Leader Bank, \$17,521.56 to be captured by Bay Coast Bank. This motion may be re-argued by defense counsel, any judge may hear.

 Murphy, J.

2023 OCT 11 3:24

CAMBRIDGE DISTRICT COURT
CLERK'S OFFICE

PLAINTIFF'S MOTION FOR EX PARTE TRUSTEE PROCESS ATTACHMENT

Pursuant to the provisions of Rule 4.2(g) of the Massachusetts Rules of Civil Procedure Plaintiff Tatum Stewart ("Plaintiff" or "Ms. Stewart") hereby moves that this Honorable Court enter an *ex parte* order attaching by trustee process the goods, effects, accounts, and credits of Defendants Craft Beer Cellar Group, LLC ("Craft Beer") and Suzanne Schalow ("Ms. Schalow" and, together with Craft Beer, "Defendants") in the hands of Trustee Process Defendants Leader Bank ("Leader Bank") and BayCoast Bank ("BayCoast Bank") in the amount of \$57,521.56. See *Goodspeed's Book Shop, Inc. v. State St. Bank & Tr. Co.*, 8 Mass.App.Ct. 147, 149 (1979) ("Trustee process is a statutory procedure under G.L. c. 246 which enables a creditor to attach

goods or credits of his debtor which are in the hands of a third person... To be attached the goods or credits have to be due to the defendant absolutely and without contingency. G.L. c. 246 § 24.”). As grounds for this motion, the Plaintiff states as follows:

The Massachusetts Wage Act, M.G.L. c. 149 § 148, sets forth requirements for timely payment of wages to Massachusetts employees. Among its requirements is that employers must pay all wages to an employee whose employment is involuntarily terminated on the date of termination. The Wage Act further provides that employee-plaintiffs who bring and prevail on claims for untimely payment “shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys’ fees.” M.G.L. c. 149 § 150.

Last year, in April of 2022, the Massachusetts Supreme Judicial Court held that employers who terminate an employee and fail to pay all outstanding wages and accrued vacation pay on the date of his or her termination must pay treble the amount of the wages as liquidated damages, even if the employer ultimately pays those wages to the employee before the employee brought suit. *See Reuter v. City of Methuen*, 489 Mass. 465, 472 (2022) (Legislature’s command is clear: if you choose to terminate an employee you must be prepared to pay him or her in full when you do so). After the *Reuter* decision, even payment in the payroll cycle immediately following the termination date or in the subsequent weeks violates the Wage Act. The damages available for any and all late or unpaid wage payments includes treble damages as well as statutory interest and attorneys’ fees and costs.

Pursuant to the Wage Act and the *Reuter* decision, when the Defendants terminated Ms. Stewart, they had a legal obligation to pay her all of her earned wages and all accrued but unused

vacation pay no later than her effective date of termination. Any unpaid wages or payments made after the termination date violate the Wage Act.

The Plaintiff worked for Craft Beer in the capacity as Chief Operations Officer until January of 2023. Affidavit of Tatum Stewart, ¶ 3. When her position was terminated, Plaintiff was owed \$1,538.46 in wages and \$8,957.69 in accrued, but unused vacation pay. *See* Complaint, Par. 16. Ultimately, the Defendants made late payments to the Plaintiff in amounts totaling \$7,466.89, see Amended Complaint ¶ 24, but refused to pay out the balance of the Plaintiff's vacation pay. Pursuant to the Wage Act, the Plaintiff is entitled to liquidated damages and attorneys' fees.

Pursuant to Massachusetts Rule of Civil Procedure 4.2, Plaintiff seeks this *ex parte* order of trustee process attachment with regard to Leader Bank and BayCoast Bank accounts in the names of Craft Beer, Ms. Schalow, and Trinktisch, a restaurant owned and operated by Ms. Schalow in Belmont, Massachusetts. Affidavit of Tatum Stewart, ¶ 20. Plaintiff seeks this prejudgment attachment by trustee process because there is a reasonable likelihood that she will recover a judgment for unpaid wages under the Wage Act against each of the named Defendants. With liquidated damages and attorneys' fees, Defendants are liable to the Plaintiff for at least \$57,521.56. This amount includes:

- Double damages for late payment of wages (\$7,466.89), totaling \$14,933.78;
- Treble damages for vacation pay (\$3,029.26), totaling \$9,087.78; and
- Attorneys' fees totaling at least \$33,500.00 to date. Affidavit of Tatum Stewart, ¶ 22.

For these reasons, Plaintiff seeks a Trustee Summons in the amount of \$57,521.56.

Ex parte relief is necessary because, with prior notice, there is a real danger the Defendants will withdraw the goods or credits from the possession of the Leader Bank, with an

address of 363 Pleasant Street, Belmont, Massachusetts, and BayCoast Bank, with an address of 2 Locust Street, Berkley, Massachusetts, and/or will dissipate the credits to be attached on trustee process. Affidavit of Tatum Stewart, ¶¶ 7, 9. In 2023, the Defendants have (1) failed to make payment to Ms. Stewart pursuant to the Wage Act; (2) improperly reported Ms. Stewart's income to the federal and state Departments of Revenue, Affidavit of Tatum Stewart, ¶ 14; and (3) Ms. Schalow has announced her intention to sell Craft Beer, Affidavit of Tatum Stewart, ¶ 20. Each of these events has continued to bolster Plaintiff's concerns that the Defendants will attempt to move funds and close Craft Beer bank accounts.

For the reasons set forth in this motion, the Complaint, and Affidavit of Tatum Stewart filed herewith and incorporated herein by reference, Plaintiff states that there is a reasonable likelihood that she will recover judgment against Defendants in the amount of \$57,521.56 or greater. Accordingly, the Plaintiff requests that this Court grant her *Ex Parte* Motion for Trustee Process Attachment and order the following relief:

- (a) Prohibiting Defendants Craft Beer Cellar Group, LLC and Suzanne Schalow from writing checks or otherwise withdrawing funds from any Leader Bank accounts or BayCoast Bank accounts or any other account to which Defendants Craft Beer Cellar Group, LLC, Suzanne Schalow, and/or Trinktisch have a legal interest or signatory authority;
- (b) Granting Plaintiff a Trustee Summons in the amount of \$57,521.56 against the title and interest in accounts held at Leader Bank and BayCoast Bank in the name of the Defendants.
- (c) Issuing all other relief the Court deems appropriate.

WHEREFORE, Plaintiff hereby requests that this Court allow this motion, *ex parte*, for attachment by trustee process in the amount of \$57,521.56, or any other amount that this Court

deems appropriate, on bank accounts owned by the Defendants, held by Trustee Process Defendants Leader Bank and BayCoast Bank, and grant such other and further relief as just.

October 6, 2023

Respectfully Submitted,

Tatum Stewart,
Plaintiff
By her attorneys,

/s/ Beth R. Myers

Beth R. Myers, BBO #676043

bmyers@burnslev.com

Sara D. Judge, BBO #669104

sjudge@burnslev.com

Taylor M. Makson, BBO #697476

tmakson@burnslev.com

Burns & Levinson LLP

125 High Street

Boston, MA 02110

617-345-3000

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss

DISTRICT COURT
DEPARTMENT
NO. 2353CV000170

TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants,

and

LEADER BANK and BAYCOAST BANK,

Trustee Process Defendants.

AFFIDAVIT OF TATUM STEWART

I, Tatum Stewart, state under the pains and penalties of perjury:

1. I am the named Plaintiff in the above-captioned matter.
2. Suzanne Schalow ("Ms. Schalow") was and is the Chief Executive Officer of Craft Beer Cellar Group, LLC ("Craft Beer").
3. I held the position of Chief Operating Officer at Craft Beer until January 15, 2023, when my position was eliminated ("Termination Date").
4. In the capacity of my role as Chief Operating Officer, my duties included managing Craft Beer's franchise operations, including communications with each franchisee and

managing monthly royalty reporting, sending invoices to franchisee stores, and setting up payment via ACH in Quickbooks.

5. Through my employment with Craft Beer, I learned that Ms. Schalow and Craft Beer (together, the “Defendants”) maintained several bank accounts for operations at Leader Bank and BayCoast Bank.

6. At Leader Bank, Craft Beer maintained an account ending in 953.

7. Leader Bank operates at 363 Pleasant Street, Belmont, Massachusetts.

8. Subsequently, I learned Craft Beer utilized BayCoast Bank.

9. BayCoast Bank operates at 2 Locust Street, Berkley, Massachusetts.

10. At BayCoast Bank, Craft Beer maintained an account ending in 887.

11. Under the terms of my Employment Agreement, I accrued vacation pay.

12. On the Termination Date, the Defendants failed to pay me \$1,538.46 in wages and \$8,957.69 in vacation pay.

13. After my termination, I sought unemployment insurance benefits (“UI Benefits”) from the Massachusetts Division of Unemployment Assistance (“DUA”).

14. I learned that the Defendants failed to accurately report the wages that I had earned in 2021, 2022, and 2023 to the Department of Revenue, which the DUA relies on to determine eligibility and benefit amounts.

15. When the DUA prompted the Defendants to supply wage and earnings information for me, the Defendants provided false and inaccurate information.

16. I was limited in my ability to supply wage information to the DUA, because the Defendants failed to maintain accurate and accessible records of my wages, work hours or rate of pay.

17. As of this date, despite my repeated requests, the Defendants have failed to accurately report my 2021 and 2022 wages to the federal and state taxing authorities.

18. In early 2023, through my attorneys, I notified the Defendants of my intention to pursue claims against them for their failure and refusal to correctly report my wages and for their failure to pay me wages.

19. To date, I have incurred more than \$33,500.00 in attorneys' fees. That number continues to grow as this matter proceeds.

20. Subsequently, Ms. Schalow announced that she is selling Craft Beer.

21. Ms. Schalow owns and operates Trinktisch, a restaurant in Belmont, Massachusetts which appears to be doing well.

22. Trinktisch also maintains at least one account at Leader Bank.

23. If the Defendants are notified in advance of the trustee process attachment hearing, there is a clear danger that the Defendants will withdraw the goods or credits from the possession of the trustee and/or there is immediate danger that the Defendants will dissipate the credits, or damage or destroy the goods to be attached on trustee process.

24. Upon information and belief, the Defendants do not have liability insurance as outlined in Massachusetts Rules of Civil Procedure 4.2(g) as insurance companies do not insure wages.

Date: October 6, 2023

DocuSigned by:
Tatum Stewart
087AEF4A318E4ED...

Tatum Stewart

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
DEPARTMENT
NO. 2352CV000170

TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants,

and

LEADER BANK and BAYCOAST BANK,

Trustee Process Defendants.

[PROPOSED] ORDER

This matter having come before me regarding Plaintiff's Motion for Ex Parte Trustee Process Attachment, I hereby find that there is (1) a reasonable likelihood that the Plaintiff will recover judgment in an amount equal to or greater than the amount of the trustee process attachment approved herein, over and above any liability insurance known or reasonably believed to be available and (2) there is a clear danger that the defendant if notified in advance of the attachment on trustee process will withdraw the goods or credits from the hands and possession of the trustee and remove them from the state or will conceal them AND/OR there is

immediate danger that the defendant will dissipate the credits, or damage or destroy the goods to be attached on trustee process.

It is ORDERED that a trustee process attachment of the funds held in any Leader Bank and BayCoast Bank accounts in the name of Craft Beer Cellar Group, LLC and/or Suzanne Schalow and/or Trinktisch in the amount of \$57,521.56 (or greater) is hereby issued.

Dated at Cambridge District Court this _____ day of _____, 2023.

By: _____
Honorable
Justice of the District Court

SUMMONS TO TRUSTEE
(Mass. R. Civ. P. 4.2)

DOCKET NUMBER

2352 CV
000170

Trial Court of Massachusetts
District Court Department
Civil Session



COURT DIVISION

Cambridge District Court, 4040 Mystic Valley Parkway, Medford, MA 02155-6918

PLAINTIFF NAME & ADDRESS

Tatum Stewart

PLAINTIFF ATTORNEY NAME & ADDRESS

Sara Judge
Burns & Leunson LLP
125 High St. Boston MA

DEFENDANT NAME AND ADDRESS

Craft Beer Cellar Group LLC and
Suzanne Schalow
87 Leonard St. Belmont MA

DEFENDANT ATTORNEY NAME & ADDRESS

pro se

TRUSTEE NAME & ADDRESS

Bay Coast Bank
2 Locust Street
Berkley, MA

DATE ON WHICH COMPLAINT IN THIS CASE WAS FILED

Amended on 10/6/23

DATE ATTACHMENT APPROVED

10/11/23

ATTACHMENT AMOUNT

\$ 57,521.56

SIGNATURE OF JUDGE APPROVING ATTACHMENT

X [Signature] \$17,521.56

TO THE ABOVE NAMED TRUSTEE:

You are hereby summoned and required to file, within 20 days after service of this summons upon you, exclusive of the day of service, an answer under oath disclosing what goods, effects or credits, if any, of the defendant named above are in your hands or possession at the time of the service of this summons upon you which may be taken on execution issued upon said judgment, if any, as the above-named plaintiff may recover in an action brought against said defendant in the above-named court to the value of **\$57,521.56**. Pursuant to a finding and order of the above named court, such non-exempted goods, effects or credits are hereby attached. If you fail to respond to this summons as required by law, judgment by default will be taken against you and you will be adjudged trustee as alleged.

If the credits of the said defendant which are in your hands or possession include wages for personal labor or personal services of said defendant, you are hereby notified that an amount equal to the greater of 85 per cent of the defendant's gross wages or 50 times the Federal or Massachusetts hourly minimum wage for each week or portion thereof shall be exempt from this attachment and you are directed to pay over such exempted amount to said defendant in the same manner and at the same time as each amount would have been paid if this attachment had not been made. You are further notified that said defendant-employee may have a greater exemption under federal law than is granted under Massachusetts law. See Title III of the Federal Consumer Credit Protection Act, 15 U.S.C.A. § 1673.

You are hereby notified, unless otherwise permitted by law, if said credits are reserved by you as Trustee for the above named defendant in a pension, as fully defined in G.L. c. 246, § 28, said amounts in a pension shall be exempt by law from attachment and you are directed to pay over such exempted amounts to said defendant in the same manner and at the same time as each such amount would have been paid if this attachment had not been made.

If you are a trust company, savings bank, cooperative bank, credit union, national banking association or any other banking institution doing business in the Commonwealth, and if the credits of said defendant in your hands include an account or accounts in the name of any natural person, you are hereby notified that pursuant to G.L. c. 246, § 28A, the sum of \$2,500.00 owned by said defendant (if a natural person) is exempt from this attachment. No business, trust or organization shall be entitled to this exemption and no natural person shall be entitled to more than a \$2,500.00 exemption at any one time.

Pursuant to Mass. R. Civ. P. 4.2(f), the Court further orders that successive service of this summons may be had until the amount approved is so attached.

TESTE OF FIRST JUSTICE

DATE SUMMONS ISSUED

CLERK/MAGISTRATE

WITNESS: David E. Frank

[Signature: Sharon Dejean Casey]

THIS SUMMONS IS VALID ONLY AFTER THE CLERK'S OFFICE, UPON RECEIPT OF THE REQUIRED \$5.00 SUMMONS FEE, HAS AFFIXED TO IT THE COURT SEAL, THE NAME OF THE FIRST JUSTICE AND THE SIGNATURE OR FACSIMILE OF THE CLERK/MAGISTRATE.

RETURN OF SERVICE: I certify that I served a copy of the within summons upon the within named trustee in the following manner:

DATE & TIME SERVED

SIGNATURE OF PERSON MAKING SERVICE

TITLE OF PERSON MAKING SERVICE

X

INSTRUCTIONS TO PERSON MAKING SERVICE: (1) Promptly after service of the trustee summons upon the trustee, a copy of the trustee summons with your return must be served upon the defendant in the manner provided by Rule 5. (2) You must indicate the date you make service on the trustee on the copy served on the trustee, on the original returned to the court, and on the copy returned to the person requesting service or his attorney.

SUMMONS TO TRUSTEE
(Mass. R. Civ. P. 4.2)

DOCKET NUMBER

2352 CV
000170

Trial Court of Massachusetts
District Court Department
Civil Session



COURT DIVISION

Cambridge District Court, 4040 Mystic Valley Parkway, Medford, MA 02155-6918

PLAINTIFF NAME & ADDRESS

Tatum Stewart

PLAINTIFF ATTORNEY NAME & ADDRESS

Sara Judge
Burns & Levinson LLP
125 High St. Boston MA

DEFENDANT NAME AND ADDRESS

Craft Beer Cellar Group, LLC and
Suzanne Schabow
87 Leonard St. Belmont MA

DEFENDANT ATTORNEY NAME & ADDRESS

pro se

TRUSTEE NAME & ADDRESS

Leader Bank
363 Pleasant St. Belmont, MA

DATE ON WHICH COMPLAINT IN THIS CASE WAS FILED

Amended on 10/6/23

DATE ATTACHMENT APPROVED

10/11/23

ATTACHMENT AMOUNT

\$57,521.56

SIGNATURE OF JUDGE APPROVING ATTACHMENT

X

\$40,000.00

TO THE ABOVE NAMED TRUSTEE:

You are hereby summoned and required to file, within 20 days after service of this summons upon you, exclusive of the day of service, an answer under oath disclosing what goods, effects or credits, if any, of the defendant named above are in your hands or possession at the time of the service of this summons upon you which may be taken on execution issued upon said judgment, if any, as the above-named plaintiff may recover in an action brought against said defendant in the above-named court to the value of **\$57,521.56**. Pursuant to a finding and order of the above named court, such non-exempted goods, effects or credits are hereby attached. If you fail to respond to this summons as required by law, judgment by default will be taken against you and you will be adjudged trustee as alleged.

If the credits of the said defendant which are in your hands or possession include wages for personal labor or personal services of said defendant, you are hereby notified that an amount equal to the greater of 85 per cent of the defendant's gross wages or 50 times the Federal or Massachusetts hourly minimum wage for each week or portion thereof shall be exempt from this attachment and you are directed to pay over such exempted amount to said defendant in the same manner and at the same time as each amount would have been paid if this attachment had not been made. You are further notified that said defendant-employee may have a greater exemption under federal law than is granted under Massachusetts law. See Title III of the Federal Consumer Credit Protection Act, 15 U.S.C.A. § 1673.

You are hereby notified, unless otherwise permitted by law, if said credits are reserved by you as Trustee for the above named defendant in a pension, as fully defined in G.L. c. 246, § 28, said amounts in a pension shall be exempt by law from attachment, and you are directed to pay over such exempted amounts to said defendant in the same manner and at the same time as each such amount would have been paid if this attachment had not been made.

If you are a trust company, savings bank, cooperative bank, credit union, national banking association or any other banking institution doing business in the Commonwealth, and if the credits of said defendant in your hands include an account or accounts in the name of any natural person, you are hereby notified that pursuant to G.L. c. 246, § 28A, the sum of \$2,500.00 owned by said defendant (if a natural person) is exempt from this attachment. No business, trust or organization shall be entitled to this exemption and no natural person shall be entitled to more than a \$2,500.00 exemption at any one time.

Pursuant to Mass. R. Civ. P. 4.2(f), the Court further orders that successive service of this summons may be had until the amount approved is so attached.

TESTE OF FIRST JUSTICE

WITNESS: David E. Frank

DATE SUMMONS ISSUED

CLERK/MAGISTRATE

THIS SUMMONS IS VALID ONLY AFTER THE CLERK'S OFFICE, UPON RECEIPT OF THE REQUIRED \$5.00 SUMMONS FEE, HAS AFFIXED TO IT THE COURT SEAL, THE NAME OF THE FIRST JUSTICE AND THE SIGNATURE OR FACSIMILE OF THE CLERK/MAGISTRATE.

RETURN OF SERVICE: I certify that I served a copy of the within summons upon the within named trustee in the following manner:

DATE & TIME SERVED

SIGNATURE OF PERSON MAKING SERVICE

TITLE OF PERSON MAKING SERVICE

X

INSTRUCTIONS TO PERSON MAKING SERVICE: (1) Promptly after service of the trustee summons upon the trustee, a copy of the trustee summons with your return must be served upon the defendant in the manner provided by Rule 5. (2) You must indicate the date you make service on the trustee on the copy served on the trustee, on the original returned to the court, and on the copy returned to the person requesting service or his attorney.

CENTRAL
CLERK'S OFFICE
ATTORNEY COPY

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, ss:

DISTRICT COURT
CAMBRIDGE
NO. 2352CV000170

TATUM STEWART,

Plaintiff,

v.

CRAFT BEER CELLAR GROUP, LLC,
And SUZANNE SCHALOW,

Defendants,

and

LEADER BANK and BAYCOAST BANK,

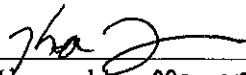
Trustee Process Defendants.

*- oral motion
to appoint
special
server.
- allow
motion*

**PROPOSED ORDER FOR APPOINTMENT OF
SPECIAL PROCESS SERVER**

Pursuant to Mass. R. Civ. P. 4(c), Plaintiff has requested that this Court appoint Jon Pollack and Associates, a disinterested party being over the age of eighteen (18) years, as special process server to serve trustee process summons on Leader Bank and BayCoast Bank. It is hereby ORDERED that Plaintiff may utilize Jon Pollack and Associates to serve trustee process summons, pursuant to Mass. R. Civ. P. 4(c), regarding funds held in any Leader Bank and BayCoast Bank accounts in the name of Defendants Craft Beer Cellar Group, LLC and/or Suzanne Schalow.

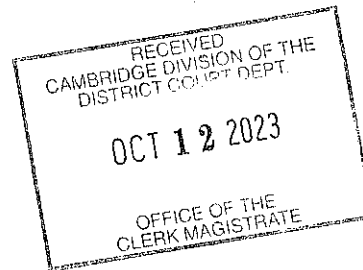
Dated at Cambridge District Court this 12th day of October, 2023.

By: 

Honorable Morgan, J.
Justice of the District Court



Taylor M. Makson
Attorney
tmakson@burnslev.com
617.345.3484



October 12, 2023

BY EMAIL

Assistant Clerk Magistrate Joshua Gonzalez
Clerk's Office
Cambridge District Court
4040 Mystic Valley Parkway
Medford, MA 02144
Joshua.Gonzalez@jud.state.ma.us

RE: Tatum Stewart v. Craft Beer Cellar Group, LLC, et al., 2352CV000170

Dear Clerk Gonzalez,

In today's hearing, Judge Morgan allowed Plaintiff's Oral Motion for Appointment of Special Process Server. For ease of the administrative process, enclosed please find a Proposed Order for Judge Morgan to endorse regarding the Oral Motion for Appointment of Special Process Server.

Please let us know if we can provide anything else.

Thank you so much.

Sincerely,

Taylor M. Makson

Taylor M. Makson

CC: Sara D. Judge, Esq.
Beth R. Myers, Esq.