

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549
 Amendment No. 5
 to
Form S-1
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933
CHEFS' WAREHOUSE HOLDINGS, LLC

(Exact name of registrant as specified in its charter)

Delaware
*(State or Other Jurisdiction
 of Incorporation or Organization)*

5141
*(Primary Standard Industrial
 Classification Code Number)*

20-3031526
*(I.R.S. Employer
 Identification No.)*

**100 East Ridge Road
 Ridgefield, Connecticut 06877
 (203) 894-1345**
*(Address, including zip code, and telephone number,
 including area code, of registrant's principal executive offices)*

**Christopher Pappas
 President and Chief Executive Officer
 100 East Ridge Road
 Ridgefield, Connecticut 06877
 (203) 894-1345**
*(Name, address, including zip code, and telephone number,
 including area code, of agent for service)*

Copies to:

**F. Mitchell Walker, Jr. Esq.
 D. Scott Holley, Esq.
 Bass, Berry & Sims PLC
 150 Third Avenue South, Suite 2800
 Nashville, Tennessee 37201
 (615) 742-6200**

**Marc D. Jaffe, Esq.
 Ian D. Schuman, Esq.
 Latham & Watkins LLP
 885 Third Avenue
 New York, New York 10022
 (212) 906-1200**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer
 (Do not check if a smaller reporting company)

Smaller reporting company

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 5 to the Registration Statement on Form S-1 (File No. 333-173445) is being filed solely for the purpose of filing Exhibits 3.3, 5.1, 21.1 and 23.1. Accordingly, this Amendment No. 5 to the Registration Statement on Form S-1 includes only Part II.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses, other than the underwriting discount, payable by the registrant in connection with the sale of the common stock being registered. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and The NASDAQ Global Market listing fee. In addition to the fees shown below which are being paid by the registrant, the selling stockholders will pay approximately \$45,000 of expenses incurred in connection with the sale of their shares of common stock in the offering including \$7,120 of the \$17,090 SEC registration fee and \$37,880 of legal fees.

SEC Registration Fee	\$ 9,970
FINRA Filing Fee	15,220
NASDAQ Global Market Listing Fee	25,000
Accounting Fees and Expenses	300,000
Legal Fees and Expenses	825,000
Printing and Engraving Expenses	160,000
Transfer Agent and Registrar Fees	3,500
Blue Sky Fees and Expenses	15,000
Miscellaneous	601,310
Total	<u>\$ 1,955,000</u>

Item 14. Indemnification of Directors and Officers.

Section 145(a) of the Delaware General Corporation Law provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, because the person is or was a director or officer of the corporation. Such indemnity may be against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and if, with respect to any criminal action or proceeding, the person did not have reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the Delaware General Corporation Law provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director or officer of the corporation, against any expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145(g) of the Delaware General Corporation Law provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation against any liability asserted against the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of the law. Our certificate of incorporation will provide that, to the fullest extent permitted by applicable law, a director will not be liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director. In addition, our by-laws provide that we will indemnify each director and officer and may indemnify employees and agents, as determined by our board, to the fullest extent provided by the laws of the State of Delaware.

The foregoing statements are subject to the detailed provisions of section 145 of the Delaware General Corporation Law and provisions that will be included in our certificate of incorporation and by-laws.

Section 102 of the Delaware General Corporation Law permits the limitation of directors' personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director except for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) breaches under section 174 of the Delaware General Corporation Law, which relates to unlawful payments of dividends or unlawful stock repurchase or redemptions, and (iv) any transaction from which the director derived an improper personal benefit.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

We refer you to Item 17 for our undertakings with respect to indemnification for liabilities arising under the Securities Act.

We maintain directors' and officers' liability insurance for our officers and directors.

Our Underwriting Agreement for this offering will provide that each underwriter severally agrees to indemnify and hold harmless us, each of our directors, each of our officers who signs the registration statement, and each person who controls The Chefs' Warehouse, Inc. within the meaning of the Securities Act but only with respect to written information relating to such underwriter furnished to The Chefs' Warehouse, Inc. by or on behalf of such underwriter specifically for inclusion in the documents referred to in the foregoing indemnity.

We expect to enter into an indemnification agreement with each of our executive officers and directors that provides, in general, that we will indemnify them to the fullest extent permitted by law in connection with their service to us or on our behalf.

Item 15. Recent Sales of Unregistered Securities.

Except as set forth below, in the three years preceding the filing of this registration statement, we have not issued any securities that were not registered under the Securities Act.

From July 22, 2008 to June 16, 2009, we awarded 2,508,332 Class C units to our executive officers and other employees. The units were issued for no cash consideration as compensation for past and future services provided by the executive officers and other employees to the Company and in reliance upon the exemption from registration under Section 4(2) of the Securities Act. None of these issuances involved any underwriters, underwriting discounts or commissions or any public offering. The recipients of the securities in such transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof. In addition, these units were at the time of issuance, and remain as of the date hereof, subject to restrictions on transfer under the terms of our Amended and Restated Limited Liability Company Agreement, as amended. All recipients either received adequate information about us or had adequate access, through their relationship with us, to such information.

Item 16. Exhibits and Financial Statement Schedules.

- (a) *Exhibits.* The attached Exhibit Index is incorporated herein by reference.
- (b) *Financial Statement Schedules.* See the Index to Financial Statements included on page F-1 for a list of the financial statements included in this registration statement.

Item 17. Undertakings.

- (a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.
- (b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the undersigned registrant pursuant to the foregoing provisions, or otherwise, the

undersigned registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the undersigned registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the undersigned registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) For the purpose of determining any liability under the Securities Act, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to this offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in this registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of this registration statement or made in a document incorporated or deemed incorporated by reference into this registration statement or prospectus that is part of this registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of this registration statement or made in any such document immediately prior to such date of first use.
- (4) For the purpose of determining liability of the undersigned registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
 - i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Ridgefield, State of Connecticut, on the 27th day of July, 2011.

CHEFS' WAREHOUSE HOLDINGS, LLC

By: /s/ CHRISTOPHER PAPPAS
Christopher Pappas
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ CHRISTOPHER PAPPAS</u> Christopher Pappas	Chairman, President and Chief Executive Officer (Principal Executive Officer)	July 27, 2011
<u>*</u> John Pappas	Director and Vice Chairman	July 27, 2011
<u>/s/ KENNETH CLARK</u> Kenneth Clark	Chief Financial Officer (Principal Financial and Accounting Officer)	July 27, 2011
<u>*</u> Dean Facatselis	Director	July 27, 2011
<u>*</u> John Couri	Director	July 27, 2011

*By: /s/ CHRISTOPHER PAPPAS
Christopher Pappas
Attorney-in-fact

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
1.1**	Form of Underwriting Agreement.
3.1**	Certificate of Formation of Chefs' Warehouse Holdings, LLC.
3.2**	Second Amended and Restated Limited Liability Company Agreement of Chefs' Warehouse Holdings, LLC.
3.3	Form of Certificate of Incorporation of The Chefs' Warehouse, Inc.
3.4**	Form of Bylaws of The Chefs' Warehouse, Inc.
4.1**	Form of Common Stock Certificate.
5.1	Form of Opinion of Bass, Berry & Sims PLC.
10.1**	Sublease between A.L. Bazzini Co., Inc. and Dairyland USA Corporation, dated as of April 1, 2003.
10.2**	Lease between The Chefs' Warehouse Leasing Co., LLC and Dairyland USA Corporation, dated as of December 29, 2004.
10.3†**	Employment Letter by and among Chefs' Warehouse Holdings, LLC, Dairyland USA Corporation, The Chefs' Warehouse, LLC, The Chefs' Warehouse West Coast, LLC, Bel Canto Foods, LLC, and Christopher Pappas.
10.4†**	Written Description of Oral Amendment to Employment Letter by and among Chefs' Warehouse Holdings, LLC, Dairyland USA Corporation, The Chefs' Warehouse, LLC, The Chefs' Warehouse West Coast, LLC, Bel Canto Foods, LLC, and Christopher Pappas.
10.5†**	First Amendment to Employment Letter by and between Chefs' Warehouse Holdings, LLC, Dairyland USA Corporation, The Chefs' Warehouse, LLC, The Chefs' Warehouse West Coast, LLC, Bel Canto Foods, LLC, JP Morgan Chase & Co, and Christopher Pappas, dated as of December 12, 2008.
10.6†**	Employment Letter by and among Chefs' Warehouse Holdings, LLC, Dairyland USA Corporation, The Chefs' Warehouse, LLC, The Chefs' Warehouse West Coast, LLC, Bel Canto Foods, LLC, and John Pappas.
10.7†**	Written Description of Oral Amendment to Employment Letter by and among Chefs' Warehouse Holdings, LLC, Dairyland USA Corporation, The Chefs' Warehouse, LLC, The Chefs' Warehouse West Coast, LLC, Bel Canto Foods, LLC, and John Pappas.
10.8†**	First Amendment to Employment Letter by and between Chefs' Warehouse Holdings, LLC, Dairyland USA Corporation, The Chefs' Warehouse, LLC, The Chefs' Warehouse West Coast, LLC, Bel Canto Foods, LLC, JP Morgan Chase & Co, and John Pappas, dated as of December 12, 2008.
10.9†**	Letter Agreement between Chefs' Warehouse Holdings, LLC and Kenneth Clark, dated as of March 6, 2009.
10.10†**	Letter Agreement between Chefs' Warehouse Holdings, LLC and James Wagner, dated as of April 8, 2011.
10.11†**	Letter Agreement between Chefs' Warehouse Holdings, LLC and Frank O'Dowd, dated as of January 28, 2007.
10.12†**	Employee Confidentiality, Non-Solicit, Non-Interference, Non-Compete and Severance Agreement by and between Chefs' Warehouse Holdings, LLC, The Chefs' Warehouse, LLC, Dairyland USA Corporation, and James Wagner, dated as of April 16, 2008.
10.13†**	The Chefs' Warehouse, Inc. 2011 Omnibus Equity Incentive Plan.
10.14†**	Form of Non-Qualified Stock Option Agreement (Officers and Employees).
10.15†**	Form of Non-Qualified Stock Option Agreement (Directors).
10.16†**	Form of Restricted Share Unit Award Agreement (Directors).
10.17†**	Form of Restricted Share Award Agreement (Officers and Employees).
10.18†**	Form of Restricted Share Award Agreement (Directors).
10.19†**	Form of Incentive Stock Option Agreement.
10.20**	Sublease Agreement between The Chefs' Warehouse Leasing Co., LLC and Dairyland USA Corporation, dated as of December 1, 2004.
10.21†**	Amended letter agreement between Chefs' Warehouse Holdings, LLC and James Wagner, dated as of June 28, 2011.
10.22†**	Form of Employment Agreement by and between The Chefs' Warehouse, Inc. and Christopher Pappas.

**EXHIBIT
NUMBER**

EXHIBIT DESCRIPTION

10.23†**	Form of Employment Agreement by and between The Chefs' Warehouse, Inc. and John Pappas.
10.24**	Form of Indemnification Agreement by and between The Chefs' Warehouse, Inc. and its directors and executive officers.
21.1	Subsidiaries of Chefs' Warehouse Holdings, LLC.
23.1**	Consent of BDO USA, LLP.
23.2	Consent of Bass, Berry & Sims PLC (included in their opinion filed as Exhibit 5.1).
23.3**	Consent of Kevin Cox.
23.4**	Consent of Stephen Hanson.
23.5**	Consent of John Austin.
24.1**	Power of Attorney.

* To be filed by amendment.

** Previously filed.

† Denotes a management contract or compensatory plan or arrangement.

**CERTIFICATE OF INCORPORATION
OF
THE CHEFS' WAREHOUSE, INC.**

The undersigned natural person, acting as an incorporator of a corporation under the General Corporation Law of the State of Delaware (the "DGCL"), hereby adopts the following Certificate of Incorporation for such Corporation, which shall become effective upon filing:

ARTICLE I

The name of the corporation is The Chefs' Warehouse, Inc. (the "Corporation").

ARTICLE II

The address of its registered office in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the DGCL, as from time to time amended.

ARTICLE IV

The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 105,000,000, of which:

- (i) 100,000,000 shares shall be shares of common stock, par value \$.01 per share (the "Common Stock"); and
- (ii) 5,000,000 shares shall be shares of preferred stock, par value \$.01 per share (the "Preferred Stock").

Such stock may be issued from time to time by the Corporation for such consideration as may be fixed by the Board of Directors of the Corporation.

SECTION 1. Common Stock. Except as (i) otherwise required by law or (ii) expressly provided in this Certificate of Incorporation (as may be amended from time to time), each share of Common Stock shall have the same powers, rights, and privileges and shall rank equally, share ratably, and be identical in all respects as to all matters. At every annual or special meeting of stockholders of the Corporation, each holder of Common Stock shall be entitled to cast one vote for each share of Common Stock standing in such holder's name on the stock transfer records of the Corporation.

SECTION 2. Preferred Stock. The Board of Directors is authorized, subject to limitations prescribed by law, to provide by resolution or resolutions for the issuance of all or any of the shares of Preferred Stock in one or more classes or series, to establish the number of shares to be included in each such class or series, and to fix the voting powers, designations, powers, preferences, and relative, participating, optional, or other rights, if any, of the shares of each such class or series, and any qualifications, limitations, or restrictions thereof including, without limitation, the authority to provide that any such class or series may be (i) subject to redemption at such time or times and at such price or prices; (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (iv) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Corporation at such price or prices or at such rates of exchange and with such adjustments; all as may be stated in such resolution or resolutions. Irrespective of the provisions of Section 242(b)(2) of the DGCL, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote, without the separate vote of the holders of the Preferred Stock as a class.

ARTICLE V

The name and mailing address of the sole incorporator is as follows:

Alexandros Aldous
The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, CT 06877

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

SECTION 1. Number of Directors. Subject to any rights of the holders of any class or series of Preferred Stock to elect additional directors under specified circumstances as set forth in a certificate of designation relating to any such class or series of Preferred Stock, the number of directors which shall constitute the Board of Directors shall be fixed from time to time by resolution adopted by the affirmative vote of a majority of the total number of directors then in office.

SECTION 2. Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office, or any other cause shall, except as otherwise provided by law, be filled solely by a majority of the directors then in office (although less than a quorum), or by the sole remaining director. Directors elected

to fill a newly created directorship or other vacancies shall hold office until the next annual meeting of the Corporation's stockholders and until such director's successor has been duly elected and qualified or until his or her earlier death, resignation, disqualification or removal.

SECTION 3. Rights of Holders of Preferred Stock. Notwithstanding the provisions of this Article VII, whenever the holders of one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately or together by series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies, and other features of such directorship shall be governed by the rights of such Preferred Stock as set forth in the certificate of designations governing such series or resolutions of the Board of Directors applicable thereto.

SECTION 4. Bylaws. The Board of Directors is expressly authorized to make, alter, amend, change, add to or repeal the Bylaws of the Corporation by the affirmative vote of a majority of the total number of directors then in office.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

ARTICLE IX

No action that is required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders may be effected by written consent of stockholders in lieu of a meeting.

ARTICLE X

To the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this Article X shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XI

To the fullest extent permitted by the DGCL, as it presently exists or may hereafter be amended from time to time, the Corporation is also authorized to provide indemnification of (and advancement of expenses to) its directors, officers and agents of the Corporation (and any other persons to which the DGCL permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise. Any repeal or modification of this Article XI shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XII

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE XIII

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, Alexandros Aldous, being the incorporator herein before named, for the purpose of forming a corporation pursuant to the DGCL, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this ___ day of _____, 2011.

Alexandros Aldous, Sole Incorporator

150 Third Avenue South, Suite 2800
Nashville, TN 37201
(615) 742-6200

July 27, 2011

The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, CT 06877

Re: Registration Statement on Form S-1 (File No. 333-173445)

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-1 (Registration No. 333-173445), as amended (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act") by The Chefs' Warehouse, Inc., a Delaware corporation (the "Company"), in connection with the registration under the Act of 9,200,000 shares of the Company's common stock, par value \$0.01 per share (the "Shares"), of which up to 4,666,667 Shares will be issued and sold by the Company and up to 4,533,333 Shares (including up to 1,200,000 Shares issuable upon exercise of an over-allotment option granted by the Selling Stockholders (as defined below)) will be sold by certain selling stockholders (the "Selling Stockholders"). We understand that the Shares are to be sold to the underwriters for resale to the public as described in the Registration Statement and pursuant to an underwriting agreement, substantially in the form filed as an exhibit to the Registration Statement, to be entered into by and among the Company, the Selling Stockholders and the underwriters named herein (the "Underwriting Agreement").

We are acting as counsel for the Company and the Selling Stockholders in connection with the sale by the Company and the Selling Stockholders of the Shares. In connection with this opinion, we have examined and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for the opinions hereinafter set forth. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to us as certified, conformed or photostatic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. As to matters of fact material to this opinion, we have relied upon statements and representations of representatives of the Company and public officials.

This opinion is limited in all respects to the Delaware Limited Liability Company Act and the General Corporation Law of the State of Delaware (including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting those laws currently in effect), and no opinion is expressed with respect to the laws of any other jurisdiction or any effect which such laws may have on

the opinions expressed herein. This opinion is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that, when (i) the Registration Statement has been declared effective by the Commission; and (ii) the Shares are issued and delivered against receipt of payment therefore in accordance with the terms of the Underwriting Agreement, (1) the Shares to be issued and sold by the Company will have been duly authorized and will be validly issued, fully paid and nonassessable, and (2) the Shares to be sold by the Selling Stockholders have been duly authorized and are validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to us under the caption "Legal Matters" in the prospectus forming a part of the Registration Statement.

Very truly yours,

/s/ Bass, Berry & Sims PLC

Subsidiaries of Chefs' Warehouse Holdings, LLC
(as of July 27, 2011)

Wholly-Owned Subsidiary	State of Organization
Dairyland USA Corporation	State of New York
Bel Canto Foods, LLC (1)	State of New York
Chefs' Warehouse Parent, LLC	State of Delaware
The Chefs' Warehouse Mid-Atlantic, LLC (2)	State of Delaware
The Chefs' Warehouse West Coast, LLC (2)	State of Delaware
The Chefs' Warehouse of Florida, LLC (2)	State of Delaware

(1) Bel Canto Foods, LLC is wholly-owned by Dairyland USA Corporation, which is wholly-owned by Chefs' Warehouse Holdings, LLC.

(2) The Chefs' Warehouse Mid-Atlantic, LLC, The Chefs' Warehouse West Coast, LLC and The Chefs' Warehouse of Florida, LLC are wholly-owned by Chefs' Warehouse Parent, LLC, which is wholly-owned by Chefs' Warehouse Holdings, LLC.