

RASTEGAR LAW GROUP, APC

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

DEC -7 2022

J. Castillo

DEC 19 2022

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

MARIA NUNEZ, individually, and on behalf of  
all other similarly situated current and former  
employees of DEFENDANTS,

Plaintiff,

vs.

RAINCROSS HOSPITALITY CORPORATION,  
a California corporation; and DOES 1 through  
50, inclusive,

DEFENDANTS.

CASE NO.: CVRI2102404

[Assigned for All Purposes to the Hon.  
Harold Hopp; Dept. 10]

CLASS ACTION

**[PROPOSED] ORDER ON MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND RELEASE  
OF CLAIMS**

Date: December 7, 2022

Time: 8:30 a.m.

Dept.: 10

Complaint filed: May 17, 2021

Trial date: Not yet set

On Dec. 17, 2022 at 8:30 (a.m./p.m.) in Department ~~5~~ 10 of the above-  
entitled Superior Court, located at the Historic Courthouse, 4050 Main Street, Riverside,  
California 92501, Plaintiff's unopposed Motion for Preliminary Approval of Class Action  
Settlement and Release of Claims ("Motion") duly came on for hearing before the Honorable  
Harold Hopp.

After reviewing the Motion and having heard argument of counsel, and good cause  
appearing therefor, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1  
[PROPOSED] ORDER ON MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND RELEASE OF CLAIMS

1           1.       The settlement memorialized in the parties' "Joint Stipulation of Class Action  
2 Settlement and Release of Claims" (hereinafter "Settlement") appears to be fundamentally fair,  
3 adequate, and reasonable, and therefore meets the requirement for preliminary approval.

4           2.       For settlement purposes only, the Court certifies the following Class:  
5 All persons who, during the Class Period, have previously been or  
6 currently are employed in California by Defendants as an hourly,  
7 nonexempt employee." For purposes of this definition, "Class  
8 Period" means the period of time from May 17, 2017 through March  
9 11, 2022. A "Class Member" is any individual who is a member of  
10 the Class (or, if any such person is incompetent, deceased, or  
11 unavailable due to military service, the person's legal representative  
12 or successor in interest as evidenced by reasonable verification).

13           3.       The Class meets the requirements for certification under California Code of Civil  
14 Procedure section 382 because: (A) The Class is so numerous that joinder is impracticable; (B)  
15 There are questions of law and fact that are common or of general interest to all Class Members  
16 that predominate over individual issues; (C) Plaintiff's claims are typical of the claims of the  
17 Class; (D) Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
18 Class; and (E) A class action is superior to other available methods for the fair and efficient  
19 adjudication of the controversy.

20           4.       For settlement purposes only, Plaintiff Maria Nunez is appointed Class  
21 Representative.

22           5.       For settlement purposes only, Rastegar Law Group, APC, is appointed Class  
23 Counsel.

24           6.       For settlement purposes only, Phoenix Settlement Administrators ("PSA") is  
25 appointed Settlement Administrator. PSA shall perform its duties in accordance with the  
26 Settlement, including, but not limited to: (i) Calculating settlement shares; (ii) Preparing,  
27 printing, and mailing Class Notices to Class Members; (iii) Using reasonable measures to contact  
28 Class Members, including conducting National Change of Address searches before mailing Class  
Notices; (iv) Re-mailing Class Notices to Class Members whose addresses have changed; (v)  
Setting up a toll-free telephone number to receive calls from Class Members; (vi) Receiving  
requests for exclusion from, and objections to, the Settlement; (vii) Providing the parties with  
weekly status reports about the delivery of Class Notices and any requests for exclusions and

objections; (viii) Issuing the checks to effectuate the payments due under the Settlement; and (ix) Using reasonable measures to deliver issued checks to participating Class Members, including using a "skip-trace" for undeliverable checks.

7. Within 21 days of the date the Court grants preliminary approval of the Settlement, Defendant shall provide to PSA the Class Members' "data," which shall consist of an electronic database containing each Class Member's (i) first and last name; (ii) last known mailing address, (iii) Social Security number or Tax ID, (iv) employee identification number, if applicable, based on Defendant's payroll records, and (v) "Individual Workweeks" (i.e., the total number of weeks the individual worked for Defendant during the Class Period as an hourly, nonexempt employee).

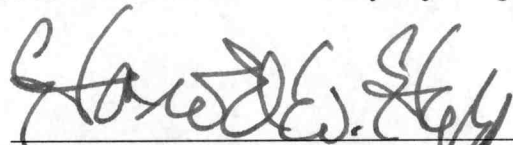
8. Within seven (7) days of receiving the Class Members' data, or as soon thereafter as it is able to do so, PSA shall mail to Class Members, via first-class U.S. Mail, Class Notices informing them of the action, the proposed Settlement, and their legal rights and options in the settlement. The Court approves as to form and content the sample Class Notice attached hereto as **Exhibit A**. The Court finds that the Class Notice provides the best notice practicable under the circumstances and meets the requirements of due process. Each Class Notice shall contain an estimate of the value of that Class Member's share of the settlement, in addition to the other information required under the Settlement. Class Notices shall also provide Class Members with instructions on how to opt-out of and/or object to the Settlement. Each Class Notice shall be accompanied by a Request for Exclusion form and an Objection form that the Class Member may use. The Court approves as to form and content the sample Request for Exclusion form attached hereto as **Exhibit B** and the sample Objection form attached hereto as **Exhibit C**. Class Notices shall instruct Class Members to submit any Request for Exclusion and/or Objection form to PSA, rather than the Court, not later than 45 days after the date that PSA first mails the Class Notices.

9. The Court sets a Final Approval Hearing for April 7, 202<sup>3</sup><sub>7</sub>, at 8:30 am/pm, in Department 10 of the Historic Courthouse, 4050 Main Street, Riverside, California 92501. PSA shall file a declaration with the Motion for Final Approval setting forth its compliance with its obligations under the Settlement and authenticating any and

all Requests for Exclusion and Objections that it received. If the Court continues the Final Approval Hearing to a later date, PSA shall give notice of the continuance to any objecting party.

**IT IS SO ORDERED.**

Dated: 12/7/22



HONORABLE HAROLD HOPP  
SUPERIOR COURT JUDGE

# Exhibit “A”

*Maria Nunez v. Raincross Hospitality Corporation*  
Riverside County Superior Court Case No. CVRI2102404



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you are or were a non-exempt, hourly employee of Raincross Hospitality Corporation at any time between May 17, 2017, and March 11, 2022, you may be able entitled to receive money from a Class Action Settlement.**

*A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.*

**PLEASE READ THIS NOTICE.**

**Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING AND RECEIVE SETTLEMENT PAYMENT</b>	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
<b>REQUEST EXCLUSION</b>	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion form, you will not receive a settlement payment.
<b>OBJECT</b>	If you wish to object to the Settlement, you may submit an Objection form and supporting papers to the Settlement Administrator. Any completed Objection forms will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

**1. Why should you read this Notice?**

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Maria Nunez v. Raincross Hospitality Corporation* Riverside County Superior Court Case No. CVRI2102404 (the "Action" or "Lawsuit"). The Defendant in the Action is Raincross Hospitality Corporation (referred in this Notice as "Defendant.")

The Court has granted preliminary approval of a "Settlement Class" defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Raincross



Hospitality Corporation at any time between May 17, 2017, and March 11, 2022.

Defendant's employment records indicate that you meet this definition, which makes you a member of the Settlement Class (referred to in this Notice as a "Class Member"). The Court directed that this Notice be sent to all Class Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Member who have not opted out of the Settlement.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

## **2. What is this Lawsuit about?**

On May 17, 2021, Plaintiff Maria Nunez filed the operative class action complaint against the Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of herself and on behalf of all current and former non-exempt, hourly employees. By Plaintiff's Complaint, Plaintiff alleges that the Defendant: (1) failed to pay at least the minimum wage for all hours worked; (2) failed to pay straight time overtime wages; (3) failed to provide compliant meal periods; (4) failed to provide compliant rest periods; (5) failed to provide accurate wage statements and maintain required payroll records; (6) failed to timely pay wages during employment; (7) failed to timely pay wages at separation; and (8) violated California's Unfair Competition Law. Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains it has fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of litigation.

## **3. Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. The Class Representative and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the Final Approval Hearing.

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

Defendant will pay Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) to settle the Action (the "Maximum Settlement Amount"). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to the Class Representative; (c) the Class Counsel's attorneys' fees and costs; and (d) the reasonable fees and costs of the Settlement Administrator. Defendant will pay its portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount or up to One Hundred and Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) in attorneys' fees and up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in out-of-pocket litigation costs, up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Six Thousand, Five Hundred Dollars and Zero Cents (\$6,500.00) for the Service Award for the Class Representative in recognition of her time and

service to the Class in pursuing the Action and in fulfilling her obligations as the Class Representative. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

You can obtain a copy of the full Settlement and Amendment to the Settlement on file with the Riverside County Superior Court located at the HISTORIC COURTHOUSE, 4050 Main Street, Riverside, California 92501. The Settlement and Amendment is attached as “Exhibit 1” to the Declaration of Farzad Rastegar, Esq. filed on July 6, 2022, in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and Release of Claims and the Supplemental Declaration of Farzad Rastegar, Esq., in Support of Motion for Preliminary Approval of Class Action Settlement and Release of Claims, filed on November 21, 2022. The case file can also be viewed online via the Court’s website at [riverside.courts.ca.gov](http://riverside.courts.ca.gov).

## **5. How much can I expect to receive?**

Each Participating Class Member will receive a proportional share of the Net Settlement Amount based on the number of workweeks the person worked for Defendant as a non-exempt, hourly employee during the Class Period, defined as the period of time from May 17, 2017, and March 11, 2022. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.Settlement Amt>>

The Estimated Range of Recovery for the Class Members is between: \$\_\_\_\_\_ and \$\_\_\_\_\_

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee’s share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee’s required withholdings and payroll taxes from the “wage” portion of the Settlement payment. Defendant will separately pay the employer’s share of payroll taxes with respect to the “wage” portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.



#### 6. What if I disagree with the number of workweeks credited to me in this Notice?

The information concerning the number of workweeks you worked as an hourly, non-exempt employee during the Class Period is based on Defendant's records. To dispute this number of workweeks credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an hourly, non-exempt employee for Defendant during the Class Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, within 45 days of the date this Class Notice was mailed.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member. The Settlement Administrator will make the final decision as to how many workweeks should be credited to the Class Member and report the outcome to the Class Member.

#### 7. How and when will I get a payment? How do I update my address?

**How do I receive money from the Settlement?** You do not need to do anything to receive your Individual Settlement Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

**When will I receive my Settlement payment?** Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

**Settlement payment checks must be cashed soon after receipt.** The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be redistributed, pro rata, among Participating Class Members who have cashed their Settlement checks.

**Change of address.** It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (800) 523-5773, or at the address provided below.

#### 8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between May 17, 2017, and March 11, 2022.

The Released Claims are defined as all causes of action and claims that were alleged or could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Complaint, including but not limited to: (i) claims for unpaid minimum wages (Lab. Code §§ 1194, 1197, 1197.1); (ii) claims for unpaid overtime (Lab. Code §§ 510, 1198);

(iii) claims for non-compliant meal periods and/or associated premiums (Lab. Code §§ 226.7, 512(a)); (iv) claims for non-compliant rest periods and/or associated premiums (Lab. Code § 226.7); (v) claims for wage statement violations (Lab. Code § 226(a)); (vi) claims for payroll records violations (Cal. Lab. Code §§ 1174, 1174.5); (vii) claims for failure to timely pay wages during employment (Cal. Lab. Code §§ 204, 210); (viii) claims for failure to timely pay wages upon termination of employment and associated waiting time penalties (Cal. Lab. Code §§ 201-203); (ix) claims for violations of California Business & Professions Code, §§ 17200, *et seq.* arising out of the aforementioned claims; and (x) claims for attorneys' fees, costs and expenses for all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Complaint. The Participating Class Members who cash their Settlement checks further acknowledge that they are releasing any claims they have against Defendant under the Fair Labor Standards Act ("FLSA") (collectively, the "Released Claims"). Other than for Plaintiff, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of "Released Claims."

The Released Parties include Defendant and Raincross Hospitality Management Corporation and their past, present and/or future, direct and/or indirect, officers, directors, employees and agents, and, Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

## 9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by completing and returning the enclosed Request for Exclusion form to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include: (1) your full name, address, and last four digits of the Social Security number; (2) a clear statement that you wish to opt out of, or be excluded from, the Settlement in *Nunez v. Raincross Hospitality Corporation*, Riverside County Superior Court Case No. CVRI2102404; (3) a clear statement that you understand that by opting out, you will not receive any monies from the settlement; and (4) your signature. To be timely, the Request for Exclusion form must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below within 45 days of the date this Class Notice was mailed.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may complete and return the enclosed Objection form, or you may simply appear at the Final Approval Hearing set for \_\_\_\_\_, 2022 at \_\_\_\_\_ a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendant; (iii) the case name and number (*Nunez v. Raincross Hospitality Corporation*, Riverside County Superior Court Case No. CVRI2102404); (iv) a written statement of all grounds for the

objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; and (v) your signature. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below within 45 days of the date this Class Notice was mailed.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion form.

**10. Who are the attorneys representing the Plaintiff and the Settlement Class?**

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

Farzad Rastegar, Esq.  
RASTEGAR LAW GROUP, APC  
22760 Hawthorne Boulevard, Suite 200  
Torrance, CA 90505  
Telephone: (310) 961-9600

You will not be charged for these lawyers.

**11. How will the attorneys for the Settlement Class be paid?**

All payments for Class Counsel’s attorneys’ fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys’ fees up to one-third (1/3) of the Maximum Settlement Amount, or up to One Hundred and Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

**12. When and where will the Court decide to approve the Settlement?**

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on \_\_\_\_\_, 2023, at \_\_\_\_\_ a.m., in Department 10 of the Riverside County Superior Court located at HISTORIC COURTHOUSE, 4050 Main Street, Riverside, California 92501, before the Honorable Harold Hopp. At the Final Approval Hearing, the Court will rule on Class Counsel’s request for attorneys’ fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

**13. Will I be subject to discipline if I participate in the Settlement?**

No. Defendant approves of the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not

affect your employment with Defendant or Defendant's treatment of you as a former employee.

**14. What is the Settlement Administrator's address?**

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

*Nunez v. Raincross Hospitality Corporation*  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 9286  
(800) 523-5773

**15. How Can I Get Additional Information?**

**If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (310) 961-9600.**

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS, SUPERVISORS,  
OR ATTORNEYS ABOUT THIS SETTLEMENT  
They will not be able to assist you.

# Exhibit “B”



*Maria Nunez v. Raincross Hospitality Corporation*  
Riverside County Superior Court Case No. CVRI2102404



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

**EXCLUSION REQUEST FORM**

*You are receiving this form because you may be entitled to receive money from a Class Action Settlement.*

*Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.*

*If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.*

**To be valid, your Exclusion Request Form must (a) include your full name, address, and last four digits of your Social Security number, (b) be signed by you, and (c) be returned to the Settlement Administrator at the address provided below and be postmarked on or before \_\_\_\_\_, 2022.**

**I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *NUNEZ V. RAINCROSS HOSPITALITY CORPORATION* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASE OF CLAIMS.**

**Dated:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**What is the Settlement Administrator's address?**

*Nunez v. Raincross Hospitality Corporation*  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
(800) 523-5773

# Exhibit “C”

*Maria Nunez v. Raincross Hospitality Corporation*  
Riverside County Superior Court Case No. CVRI2102404



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

**OBJECTION FORM**

*You are receiving this form because you may be entitled to receive money from a Class Action Settlement.*

*Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release whatever rights you may currently have.*

**To be valid, your Objection Form must (a) include your full name, address, and last four digits of your Social Security number, (b) include the nature and basis for your objection, (c) be signed by you, and (d) be returned to the Settlement Administrator at the address provided below and be postmarked on or before \_\_\_\_\_, 2022.**

**I object to the settlement in *Nunez v. Raincross Hospitality Corporation* because \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**What is the Settlement Administrator's address?**

*Nunez v. Raincross Hospitality Corporation*  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
(800) 523-5773

Page 1 of 1

Request for Exclusion Form

Questions? Please call the Settlement Administrator at 1-800-523-5773