

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Case No. 06-CV-988 (PJS/JJG)

Plaintiff,

v.

**PROPOSED
CONSENT DECREE**

RAINBOW RESTAURANTS
PROPERTIES, INC., d/b/a CHINO LATINO
RESTAURANT,

Defendant.

INTRODUCTION

Plaintiff Equal Employment Opportunity Commission (hereinafter the “EEOC”) has instituted this action alleging that Defendant Rainbow Restaurants Properties, Inc., d/b/a Chino Latino Restaurant (“Chino Latino”) discriminated against Pedro Carrasco and Edwin Santoscoy because of their national origin and in retaliation for opposing matters made unlawful by Title VII of the Civil Rights Act of 1964. The EEOC also contends that Chino Latino subjected other employees to harassment because of their national origin — Hispanic or Latino — from January 2003 to the present.

THEREFORE, upon the consent of the parties, and upon review by the Court of these terms, it is

ORDERED, ADJUDGED, and DECREED that the following terms are given preliminary approval, subject to a notice to the claimants and a hearing upon the fairness of this proposed Consent Decree as set forth herein:

I. JURISDICTION

This Court has jurisdiction over the parties and the subject matter of this action.

II. FINDINGS

A. The purposes of Title VII and public interest will be furthered by the entry of this Decree.

B. The terms of this Decree constitute a fair and equitable settlement of this action.

III. SCOPE

A. Chino Latino has provided on the attached Exhibit A a true and complete list of every employee whom Chino Latino believes to be Hispanic or Latino who worked for Chino Latino at any time during the period January 2003 through the present. Chino Latino has separately provided the EEOC with the last known address and social security number of those persons listed on Exhibit A. This Decree constitutes the full, final and complete resolution of the EEOC's claims in its Complaint that Chino Latino violated Title VII by harassing its Hispanic and Latino employees, and by discriminating and retaliating against Pedro Carrasco and Edwin Santoscoy.

B. By entering into this Decree the parties do not intend to resolve any charges of discrimination currently pending before the EEOC other than the charge that created the procedural foundation for the complaint in this case. Chino Latino represents that it has no other charges of national origin discrimination or retaliation pending before the EEOC other than that forming the procedural basis of this case.

IV. TERM

The Term of this decree shall be two (2) years from the Effective Date hereof. The Effective Date hereof shall be the date that the District Court enters a final order approving this Consent Decree.

V. INJUNCTION AGAINST DISCRIMINATION AND RETALIATION

Chino Latino will not discriminate on the basis of national origin in violation of Title VII, nor will it retaliate against persons opposing matters made unlawful under Title VII or who participate in proceedings under Title VII. Chino Latino will not harass employees based upon their national origin.

VI. CREATION OF OMBUDSPERSON

A. Chino Latino will create a position of Ombudsperson. The Ombudsperson will be responsible for monitoring, soliciting, and resolving complaints of Hispanic and Latino employees relating to the working conditions at Chino Latino, specifically complaints of discrimination, harassment, or retaliation. The Ombudsperson will be responsible for conveying those complaints to Chino Latino. Chino Latino may, in its discretion, assign additional duties to the Ombudsperson.

B. The Ombudsperson will speak Spanish. The Ombudsperson will be trained in the antidiscrimination laws. The Ombudsperson may be part of the Human Resources Department of Parasole Restaurant Holdings, the management company for Chino Latino. The Ombudsperson will visit Chino Latino at least once every two weeks to monitor the working conditions of the Hispanic and Latino employees.

VII. CREATION OF A HOTLINE

A. Chino Latino will create and maintain for the term of this Decree a hotline for employees to lodge complaints of discrimination and retaliation. The hotline will include instructions in Spanish and English. Callers will be able to make their complaints anonymously.

B. Chino Latino will inform its employees of the hotline within thirty (30) days of the Effective Date of this Decree. Chino Latino will include the number of the hotline in its Employee Handbook.

VIII. TRAINING

A. On an annual basis, Chino Latino will train all its management employees on the laws against national origin discrimination and retaliation. The EEOC will be invited as a silent observer to these training sessions. Each session shall last no less than three hours.

B. Within 30 days of his or her appointment, the Ombudsperson will meet with the Hispanic and Latino employees of Chino Latino on each shift, explain his or her role, and outline the procedures to protect against discrimination, harassment and retaliation. The Ombudsperson will solicit evaluations and suggestions regarding his/her role and the procedures, and those evaluations and suggestions will be reviewed and considered by Chino Latino in structuring the Ombudsperson's position. Copies of the suggestions and evaluations will be made available to the EEOC.

IX. POSTING AND POLICIES

A. Chino Latino shall post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30 in all facilities owned and operated by Chino Latino.

B. Chino Latino shall post and cause to remain posted this Decree in those places where employee notices are generally posted in its workplace.

X. EMPLOYEE ADVISORY COMMITTEE

An employee committee made up of at least one-half Hispanic or Latino employees shall be formed to review and present feedback to Chino Latino regarding its marketing and advertising efforts.

XI. MONETARY REMEDY

A. Chino Latino agrees to pay a total of Three Hundred Twenty-Five Thousand Dollars (\$325,000) in resolution of this matter.

B. Of this total amount, \$275,000 shall be allocated to pay claims identified by the EEOC. Claim forms shall be distributed to all former and current employees listed in Exhibit A. The EEOC shall determine the portion of this fund (if any) that shall be distributed to each employee who returns a timely completed claim form based on the merits of the employee's claims and other pertinent factors relating to the employee's claims.

C. Of this total amount, \$50,000 shall be allocated on a pro rata basis to pay all former and current employees listed in Exhibit A. This pro rata payment shall be mailed to the last known address of the employees after they submit timely signed release forms to the EEOC. Any check to an employee receiving only a pro rata payment from the \$50,000 fund (i.e., an employee who did not submit a timely claim form) that has not been cashed within 180 days shall be cancelled. The amounts of any such cancelled payments shall be reallocated, in a pro rata distribution, to the employees identified by the EEOC pursuant to Subparagraph B (i.e., the employees who *did* submit timely completed claim forms).

D. Within thirty days after the expiration of the time for the execution of Release forms, as set forth in Section XIV(F) below, Chino Latino shall distribute payments in the form of checks to the persons, and in the amounts, identified to Chino Latino by the EEOC. Employees who submit timely claim forms pursuant to Subparagraph B will receive a single check representing their share of the \$275,000 fund, based on the EEOC's evaluation of their claims, plus their pro rata share of the \$50,000 fund. Other employees will receive a single check representing their pro rata share of the \$50,000 fund and subject to the 6-month forfeiture provision of Subparagraph C. The amounts paid in accordance with this Section have been claimed as compensatory damages, and based on this claim shall be treated for all purposes under this Consent Decree as compensatory damages.

E. Employees who do not sign a waiver and release (attached as Exhibit B) will not be allowed to recover under Subparagraphs B or C. Any money unclaimed because an employee declines to sign the waiver and release or forfeited because an employee failed to cash a check within 6 months under Subparagraph C will be redistributed pro rata to those claimants who filed claim forms under Subparagraph B and signed a waiver and release. In the event that the unclaimed money is so de minimis as to make distribution impracticable, the EEOC shall direct Chino Latino to donate the money to a charity or other institution of the EEOC's choice subject to Court's prior approval.

XII. TRANSLATION OF DOCUMENTS

All communications with the persons in Exhibit A, including this Decree and all notices issued pursuant to this Decree, shall be in English and Spanish.

XIII. CLAIM PROCEDURE

A. Promptly after the Court's preliminary approval of this Decree, the EEOC shall mail a Notice of the proposed Decree (Exhibit C), together with a Claim Form (Exhibit D), by certified mail, return receipt requested, to each person identified on Exhibit A. The EEOC will also include a copy of the proposed Release and Waiver that claimants must execute to recover a monetary distribution under this Decree.

B. Claim forms must be actually received by the EEOC within sixty (60) days of the postmarked date of the Notice of the proposed Decree. The EEOC shall include in the cover letter accompanying the Notice of the proposed decree the specific date by which the executed claim form must be received by the EEOC. Any claim form received after that date shall not be considered timely. Failure to submit a timely Claim Form shall disqualify Claimants from receiving any relief under Section XI(B) of this Decree. Claim forms must be mailed to:

Laurie A. Vasichek
Senior Trial Attorney
EEOC
330 2nd Ave. S., Suite 430
Minneapolis, MN 55401
612-335-4040

XIV. HEARING ON CONSENT DECREE

A. The Court shall conduct a hearing on the fairness of this Decree on **September 7, 2007, at 9 a.m.**

B. Thirty (30) days before the hearing, the EEOC will submit to the Court a list of all proposed claimants and proposed monetary distributions for its review and approval as part of the hearing on the fairness of this Decree. The EEOC will also notify each claimant of the

amount of his or her proposed distribution and the right to file objections to the proposed Consent Decree.

C. If any person wishes to object to the entry of this Decree, he or she must file with the Court a detailed written objection. The objection may be in Spanish or in English. The objector must mail the original objection to the Court and mail copies to each of the representatives of the parties listed below, postmarked within fifteen (15) days after the postmark date of the EEOC's notification to the objector of the proposed distribution.

D. The EEOC and Chino Latino shall have the right to respond to any objections. Responses, if any, must be filed with the Court no later than seven (7) days before the hearing.

E. If the Court disapproves any major substantive provision of this Decree, or the amount of the distributions to the claimants, the parties shall not be bound by this proposed Consent Decree in any way and shall be free to litigate the issues raised in the EEOC's Complaint or to renegotiate any other settlement agreement.

F. If the Court approves this Decree after the fairness hearing, the EEOC shall mail the Release and Waiver attached as Exhibit B to each current and former employee listed in Exhibit A within seven (7) business days of the Court's order finally approving the decree. The Claimants shall have twenty (20) calendar days to review the Release and Waiver, execute it, and mail it back to the undersigned counsel for the EEOC.

XV. REPORTING

A. Chino Latino shall submit to the EEOC on a quarterly basis a certification of compliance with this Decree. The EEOC may review Chino Latino's compliance with the Decree during the term of this Decree upon written notice to Chino Latino's attorney of record at least seven (7) business days in advance of any inspection of Chino Latino's documents or

premises. Upon such notice, Chino Latino shall allow representatives of the EEOC to review Chino Latino's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises.

B. Quarterly during the term of this Decree, Chino Latino shall notify the EEOC of any complaints of national origin discrimination or retaliation, the name and address of the person making the complaint, and the disposition of the complaint. Chino Latino shall submit to the EEOC any documents that the EEOC requests relating to the complaint.

Dated: April 27, 2007

s/Patrick J. Schiltz
Patrick J. Schiltz
United States District Judge

BY CONSENT:

FOR DEFENDANT:

s/Phil Roberts
Phil Roberts
Chief Executive Officer
Rainbow Restaurant Properties, Inc.
5032 France Avenue
Edina, MN 55410

FOR PLAINTIFF:

s/Laurie A. Vasichек
Laurie A. Vasichек (0171438)
Senior Trial Attorney
Equal Employment Opportunity
Commission
330 Second Avenue South, Suite 430
Minneapolis, MN 55401
(612) 335-4061

EXHIBIT A

<u>NAME</u>	<u>Department</u>	<u>Status</u>
Rodriguez, Rogelio	Front Tipped	Former Employee
Inamagua, Manuel J	Front Tipped	Active Employee
Alvarado, Abel	Front Tipped	Active Employee
Leon Mejia, Patricio C	Front Tipped	Former Employee
Parra, Carlos Anibal Bermeo	Front Tipped	Former Employee
Hernan Inamagua B, Wilson	Front Tipped	Active Employee
Alvarado, Raul Alfredo	Front Tipped	Active Employee
Loresca, Especianise	Front Tipped	Former Employee
L Esperance, Anne M	Front Tipped	Former Employee
Inamagua, Raul D	Front Tipped	Active Employee
Robles, Miguel P	Front Tipped	Former Employee
Cumbe, Patricio	Front Tipped	Former Employee
Alvarado, Carlos V	Front Tipped	Active Employee
Pinos, Juan P	Front Tipped	Active Employee
Mendez Graterol, Adalberto J	Front Tipped	Former Employee
Hernandez, Christian E	Runner	Former Employee
Amelotti, Osvaldo J	Runner	Former Employee
Collaguazo, Manuel J	Host	Former Employee
Navarro, Tim J	Host	Former Employee
Almeida, Graziela	Host	Former Employee
Diaz, Christopher	Host	Former Employee
Vizuete, Maria C	Host	Active Employee
Ortiz, Oswaldo	Cook	Former Employee
Molina, Maria	Cook	Former Employee
Molina, Ana	Cook	Active Employee
Astudillo, Zoila C	Cook	Active Employee
Benabides, Oscar	Cook	Active Employee
Carrasco, Pedro M	Cook	Former Employee
Gualpá, Nancy Germania	Cook	Active Employee
Duta, Clemencia	Cook	Active Employee
Llapa, Rosa E	Cook	Active Employee
Encalada, Elvia	Cook	Former Employee
Perete, Julia Servantes	Cook	Former Employee
Guachichulca, Angel Benedicto	Cook	Former Employee
Santoscoy, Edwin	Cook	Former Employee
Rivera, Luis Rafael	Cook	Active Employee
Bermeo, Jorge M	Cook	Active Employee
Ortiz, Gloria V	Cook	Active Employee
Molina, Nieves	Cook	Former Employee
Mora Merchan, Wilson V	Cook	Active Employee
Vidal, Maria S	Cook	Active Employee
Padilla, Joffre	Cook	Active Employee
Ordaz, Abel Betanzos	Cook	Former Employee

Solis, Paula Solange	Cook	Former Employee
Mijangos Carrasco, Luis	Cook	Active Employee
Cinta, Ana Elda Milla	Cook	Active Employee
Marcos, Rigoberto Jimenez	Cook	Active Employee
Carmona, Hector Lopez	Cook	Former Employee
Mejia Sisalima, Aueda E	Cook	Active Employee
Sales, Ramiro	Cook	Former Employee
Jara, Trancito M	Cook	Active Employee
Camacho, Laura	Cook	Active Employee
Morales, Adalit A	Cook	Former Employee
Gonzalo, Sari	Cook	Former Employee
Arruda, Roberto M	Cook	Former Employee
Padilla, Jorge R	Cook	Active Employee
Marcos, Manuel Ordaz	Cook	Active Employee
Inamagua, Luis	Cook	Active Employee
Norranjo, Norma I Lopez	Cook	Former Employee
Quizhpe, Mari T	Cook	Active Employee
Zambrano Y, Lucio	Cook	Former Employee
Pedraza, Israel Rivera	Cook	Active Employee
Carrasco, Omar Mijangos	Cook	Active Employee
Marcos, Jesus Lopez	Cook	Active Employee
Marcos, Ingrid S Ordaz	Cook	Active Employee
Dorantes, Damaris	Cook	Former Employee
Riera, Lupe M Alvarez	Cook	Active Employee
Pedraza, Humberto Rivera	Cook	Former Employee
Sarimientto, Orly	Cook	Former Employee
Fonse, Pedro A Ribiero	Cook	Former Employee
Sarmiento, Rene	Cook	Active Employee
Urgiles G, Anibal Geovanny	Cook	Active Employee
Quinde, Jose	Cook	Active Employee
Cabrera T, Eulaia E	Cook	Former Employee
Torres, Andres Martinez	Cook	Active Employee
Zhagui, Maria R	Cook	Former Employee
Molina, Lucrecia	Steward	Active Employee
Encalada, Jose R	Steward	Former Employee
Orozco, Samuel Molina	Dishwasher	Former Employee
Rodriguez, Martin	Dishwasher	Former Employee
Cardenas, Claudio	Dishwasher	Former Employee
Velazquez, Alfredo Santiago	Dishwasher	Former Employee
Chino V, Luis	Dishwasher	Former Employee
Campos, Sidonio Sanchez	Dishwasher	Former Employee
Gomez Perez, Bernardo	Dishwasher	Former Employee
Gomez L, Jose Antonio	Dishwasher	Former Employee
Hernandez, Jesus	Dishwasher	Former Employee
Ortuno, Rosa C	Dishwasher	Former Employee

Gomez, Rolando Gomez	Dishwasher	Active Employee
Largo, Luis Zhagnay	Dishwasher	Active Employee
Carrasco, Mario H	Dishwasher	Former Employee
Marcos, Antonio Jimenez	Dishwasher	Active Employee
Vivar, Cesar E Pino	Dishwasher	Active Employee
Chavez, Segundo Torres	Dishwasher	Former Employee
Zambrano, Armando	Dishwasher	Active Employee
Carrasco, Artemio Mijangos	Dishwasher	Active Employee
Rodriguez, Ranulfo	Dishwasher	Active Employee
Chunchi, Maria	Dishwasher	Active Employee
Mora, Fabian R	Cleaner	Active Employee
Vivar, Romel R	Cleaner	Active Employee
Barrera, Gabino A	Manager	Former Employee
Jimenez, Onesimo	Manager	Active Employee

EXHIBIT B

EXHIBIT B

DRAFT

RELEASE AND WAIVER

In consideration for \$ _____ paid to me by Rainbow Restaurant Properties, Inc., doing business as Chino Latino Restaurant ("Chino Latino"), in connection with the resolution of EEOC v. Rainbow Restaurant Properties, Inc., Case No. 06-CV-988 (PJS/JJG) (D. Minn.), I waive my right to recover for any claims arising under Title VII of the Civil Rights Act of 1964 that I had against Chino Latino prior to the date of this Release and Waiver that were included in the claims alleged in EEOC's complaint in EEOC v. Rainbow Restaurant Properties, Inc., Case No. 06-CV-988 (PJS/JJG) (D. Minn.)

Date: _____

Signature: _____.

NOTE: This is a draft of the release and waiver form. You do not need to sign this now. Once the EEOC has determined the amount of your potential payment in this case, you will be sent a final release and waiver form that you will be required to sign in order to receive payment.

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Case No. 06-CV-988 (PJS/JJG)

Plaintiff,

v.

RAINBOW RESTAURANTS
PROPERTIES, INC., d/b/a CHINO LATINO
RESTAURANT,

Defendant.

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT (“NOTICE”)

TO: All Hispanic and Latino employees who worked for Rainbow Restaurant Properties, Inc., also known as Chino Latino Restaurant, at any time from and including January 2003 to the present.

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ THE COMPLETE NOTICE CAREFULLY.**

I. Purpose of the Notice

A lawsuit brought by the United States Equal Employment Opportunity Commission (“EEOC”) against Rainbow Restaurant Properties, Inc., also known as Chino Latino Restaurant, is now pending in the United States District Court for the District of Minnesota. The name of the lawsuit is EEOC v. Rainbow Restaurant Properties, Inc., d/b/a Chino Latino Restaurant, Case No. 06-CV-988 (PJS/JJG). This Notice will refer to Rainbow Restaurant Properties as “Chino Latino.”

The EEOC and Chino Latino have agreed to settle the lawsuit. You are one of the people entitled to payment if the settlement is approved by the Court. The amount of your payment will depend on the answers that you give on the attached claim form. In order to receive any money, you will be required to sign a release and waiver of your Title VII claims against Chino Latino. But you do not have to sign the release and waiver until after you have submitted your claim form (if you choose to submit one) and after the Court holds a hearing about the settlement.

In this lawsuit, the EEOC alleges that Chino Latino discriminated against Hispanic and Latino employees because of their national origin. In its Complaint, the EEOC alleged that Chino Latino discriminated against Hispanic and Latino employees by harassing them based upon their national origin, and retaliated against employees who opposed the harassment. The EEOC claimed that Chino Latino retaliated against Pedro Carrasco and Edwin Santoscoy when it terminated their employment because they facilitated a meeting that addressed the complaints of Chino Latino's Hispanic and Latino employees.

Chino Latino and the EEOC have agreed on the terms of a settlement of this case. The EEOC concluded, after investigation and after carefully considering the relevant circumstances and the applicable law, that it would be in the public's best interest to settle this matter on the agreed-upon terms. The EEOC believes that the settlement would be in the public interest because it would assure that the benefits reflected in this Notice are obtained.

This Notice is to inform you of the terms of the proposed settlement and to advise you of your right to object to the settlement.

II. Claimants

Under the proposed settlement, all Hispanic and Latino employees who worked at Chino Latino Restaurant at any time from and including January 2003 to the present are Claimants and are entitled to make claims for payment from the settlement funds.

III. Settlement Benefits for Claimants

- A.** If the settlement is finally approved by the Court, Chino Latino will do the following things, among others, pursuant to the terms of the settlement:
1. Chino Latino will not discriminate on the basis of national origin in violation of Title VII, nor will it retaliate against persons opposing matters made unlawful under Title VII or who participate in proceedings under Title VII. Chino Latino will not harass employees based upon their national origin.
 2. Chino Latino will create the position of Ombudsperson. The Ombudsperson will be responsible for monitoring, soliciting and resolving complaints of Hispanic and Latino employees relating to the working conditions at Chino Latino, specifically complaints of discrimination, harassment, or retaliation. The Ombudsperson will speak Spanish. The Ombudsperson will be trained in the antidiscrimination laws, and visit Chino Latino at least once every two weeks to monitor the working conditions of the Hispanic and Latino employees.
 3. Chino Latino will create a hotline for employees to lodge complaints of discrimination and retaliation. The hotline will include instructions in

Spanish and English. Callers will be able to make their complaints anonymously.

4. Chino Latino will train all its management employees on the laws against national origin discrimination and retaliation.
5. Chino Latino will form an employee committee made up of at least one-half Hispanic or Latino employees to review and present feedback to Chino Latino regarding its marketing and advertising efforts.

B. If the proposed settlement is finally approved by the Court, Chino Latino will provide to the Claimants the following monetary benefits:

1. Chino Latino agrees to pay a total of Three Hundred Twenty-Five Thousand Dollars (\$325,000) in resolution of this matter.
2. Of this total amount, \$275,000 shall be allocated to pay claims identified by the EEOC. Claim forms shall be distributed to all employees listed in Exhibit A to the Consent Decree. This amount will be called the \$275,000 Settlement Fund.
3. The other \$50,000 of the total amount shall be allocated on a pro rata basis to pay each Claimant listed in Exhibit A to the Consent Decree. This amount will be called the \$50,000 Settlement Fund.

IV. Claims Process and Deadline

A. Claims Process. Every Claimant can recover a small amount from the \$50,000 Settlement Fund, even if the Claimant does not submit a separate Claim Form or is determined by the EEOC not to be eligible to receive any payment from the \$275,000 Settlement Fund.

To receive any payment from the \$275,000 Fund, Claimants must complete the Claim Form that is attached to this Notice. The EEOC will determine the amount of the payment after consideration of the Claims submitted to it.

B. Claims Deadline. Claim forms must be received by the EEOC **no later than 60 days from the postmark on this Notice**. Any claim form received after that date shall not be considered timely. Failure to submit a timely Claim Form shall disqualify a Claimant from receiving any payment from the \$275,000 Settlement Fund. Claim forms must be mailed to:

Laurie A. Vasichек
Senior Trial Attorney
EEOC
330 2nd Ave. S., Suite 430
Minneapolis, MN 55401

A postage-paid return envelope is included with this Notice and claim form.

V. Rights and Options of Claimants

- A. Notification of Payment of Settlement Proceeds.** If you submit a timely claim form, the EEOC will notify you at the address you list on your Claim Form of the amount that it proposes you be paid from the settlement proceeds. This notification will take place before a hearing on the fairness of the proposed Consent Decree.
- B. Final Hearing.** A public hearing will be held before Judge Patrick Schiltz of the U.S. District Court for the District of Minnesota, located at United States Courthouse, 180 East Fifth Street, Saint Paul, Minnesota 55101. The hearing will determine whether the proposed Consent Decree is just, fair, reasonable, and adequate for the public interest and should be granted final approval. Claimants will be notified of the Hearing Date in the letter setting forth the proposed allocations.
- C. Right to Object to Entry of the Consent Decree.** If you are a Claimant, you have the right to object to entry of the Consent Decree. You must object no later than 15 days after the date of the postmark on the EEOC's notification to you of the proposed payment of settlement proceeds to you. You must file with the Court a detailed written objection. Your objection may be in Spanish or in English. You must mail the original objection to the Court at this address:

Clerk's Office
Attn: Case No. 06-CV-988 (PJS/JJG)
U.S. District Court for the District of Minnesota
316 N. Robert St.
St. Paul, MN 55101

You must also and also mail copies to both of the following people:

Laurie A. Vasichек
Senior Trial Attorney
EEOC
330 2nd Ave. S., Suite 430
Minneapolis, MN 55401

Carl Crosby Lehmann
Gray Plant Mooty
500 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

Any objection that is not postmarked by the 15-day deadline will not be

considered by the Court.

- D. Right to Attend Hearing.** You may also attend the Final Hearing. You may ask to be heard by Judge Schiltz at the Final Hearing. In order to be heard, however, you must have submitted a timely written objection under the procedures set forth above in paragraph V(C).

VI. Release of Claims

- A. If the proposed Consent Decree is finally approved, only those Claimants who sign a release and waiver of their claims under Title VII of the Civil Rights Act of 1964 against Chino Latino will receive a payment from the settlement proceeds. A copy of the Release and Waiver is included with this Notice.

VII. To Obtain Additional Information

- A. The description of the litigation and the Consent Decree set forth in this Notice is general and does not cover all of the issues and proceedings thus far. If you have additional questions you can contact EEOC's counsel:

Laurie A. Vasichek
Senior Trial Attorney
EEOC
330 2nd Ave. S., Suite 430
Minneapolis, MN 55401
(612) 335-4061

- B. If you would like a copy of the complete Consent Decree, you may call and leave your name and address on the voice mail machine at (612) 335-4065. You will be sent a copy of the proposed Consent Decree in Spanish and in English.

Dated: April 27, 2007

s/Patrick J. Schiltz
Patrick J. Schiltz
United States District Judge

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Case No. 06-CV-988 (PJS/JJG)

Plaintiff,

v.

CLAIM FORM

RAINBOW RESTAURANTS
PROPERTIES, INC., d/b/a CHINO LATINO
RESTAURANT,

Defendant.

**IT IS IMPORTANT THAT YOU READ THE
NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT
BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM**

1. Name: _____
Name while employed by Chino Latino: _____
2. Current Address (include city, state and zip code):

3. Home Telephone Number (include area code): _____
Daytime Telephone Number (include area code): _____
4. Approximate Dates of Employment with Chino Latino:
From _____ To _____

5. Do you believe that, during your employment at Chino Latino, you were treated differently than other employees because you are Latino or Hispanic?

YES NO (Circle one)

Describe in detail all incidents of different treatment of you at Chino Latino that you believe occurred because you are Latino or Hispanic (continue on additional page if necessary):

6. Do you believe that, during your employment at Chino Latino, you were harassed because you are Latino or Hispanic?

YES NO (Circle one)

Describe in detail all incidents of harassment of you at Chino Latino that you believe occurred because you are Latino or Hispanic (continue on additional page if necessary):

7. Did you ever witness or learn about other employees at Chino Latino being treated differently or harassed because they were Latino or Hispanic?

YES NO (Circle one)

Describe in detail all incidents of different treatment or harassment of other employees that you witnessed or heard about that you believe occurred because the other employees at Chino Latino were Latino or Hispanic (continue on additional page if necessary):

-
-
8. Did you ever complain or speak to anyone in management at Chino Latino about you or other employees being treated differently or harassed because you or those other employees were Latino or Hispanic?

YES NO (Circle one)

Describe in detail each time you complained or spoke to anyone in management at Chino Latino about you or other employees being treated differently or harassed because you or they were Latino or Hispanic (continue on additional page if necessary):

-
-
-
-
9. Did you participate or attend any meeting with Alejandro Mendoza or otherwise provide Mr. Mendoza with information relating to the treatment of Hispanic or Latino employees at Chino Latino?

YES NO (Circle one)

10. If you complained or spoke to anyone in Chino Latino management about the working conditions of Latino or Hispanic employees, or if you spoke to Alejandro Mendoza or attended any of the meetings with him, do you believe that Chino Latino retaliated against you for your participation in these activities?

YES NO (Circle one)

Describe in detail how Chino Latino retaliated against you, including when the retaliation occurred and who retaliated against you (continue on additional page if necessary):

11. If you are no longer employed by Chino Latino, state the reason(s) why your employment ended (continue on additional page if necessary):

12. Did you make any complaints (whether oral or written) of harassment or retaliation to any government agency, such as the EEOC?

YES NO (Circle one)

If YES, for each complaint, please describe to whom you made the complaint and the nature of the complaint (continue on additional page if necessary):

12. Did you participate at all in the EEOC's investigation or its lawsuit against Chino Latino by, for example, being interviewed or submitting evidence to the EEOC?

YES NO (Circle one)

If YES, describe your participation (continue on additional page if necessary):

I understand that if I am awarded a payment from the Settlement Fund, I will have to execute the Waiver and Release of claims against Chino Latino that is attached as an exhibit to this Claim Form in order to receive that payment from the Settlement Fund.

I, _____, declare under penalty of perjury that
all of the information on this form is true and correct.

Date

Signature