

*Vanessa Gutierrez*  
vs.  
*Casino Career Center, Inc.; Linda Basquez; and Raymond Basquez*  
Riverside Superior Court Case No. RIC-1412598

March 30, 2018

**NOTICE OF PENDENCY OF CLASS ACTION**

THIS NOTICE IS ISSUED TO ALL CONSUMERS WHO, ON OR AFTER DECEMBER 24, 2010, PAID TUITION TO CASINO CAREER CENTER, INC., LINDA BASQUEZ, OR RAYMOND BASQUEZ OR ANY OF THEIR AGENTS OR EMPLOYEES FOR ENROLLMENT IN, OR ATTENDANCE AT, CASINO CAREER CENTER, INC.

THIS NOTICE CONTAINS IMPORANT INFORMATION THAT MAY AFFECT YOU. PLEASE READ IT CAREFULLY. YOU ARE **NOT** BEING SUED.

Class Plaintiff, Vanessa Gutierrez, has brought a class action lawsuit against Casino Career Center, Inc. (“CCC”), Linda R. Basquez, and Raymond J. Basquez Sr. (deceased and represented by Linda Basquez) (collectively “Defendants”) on behalf of herself and all consumers who paid tuition for enrollment or attendance at CCC between December 24, 2010 and the present. The case is entitled *Gutierrez vs. Casino Career Center, Inc. et al.*, Riverside County Superior Court Case No. RIC1412598.

You have received this Notice because you have been identified as a potential member of the certified class in this action. The purpose of this Notice is to briefly summarize the claims asserted in the lawsuit, and to inform you of the manner in which your rights may be affected if you are a class member. Please read this Notice carefully. You have the option to decide whether you wish to remain a member of the class, or to request exclusion from the class. IF YOU WISH TO BE INCLUDED IN THE CLASS, YOU NEED NOT DO ANYTHING IN RESPONSE TO THIS NOTICE. YOU ARE AUTOMATICALLY INCLUDED IN THE CLASS. IF YOU WISH TO BE EXCLUDED FROM THE CLASS, YOU MUST FOLLOW THE INSTRUCTIONS SET FORTH BELOW.

**THIS ACTION**

The current operative Complaint in the class action was filed in the Superior Court of Riverside County on December 1, 2016. The Complaint alleges the following:

**Alleged Unlawful Operation of a Postsecondary School:** The Complaint alleges that Defendants unlawfully operated CCC without the required state certificate for a vocational school and that, as a result, Defendants could not lawfully collect tuition from any consumer. The Complaint seeks a refund of all tuition that class members paid to Defendants. **Defendants deny all of those allegations of the Complaint.**

**Alleged False Advertisements and Misrepresentations:** The Complaint also alleges that Defendants falsely advertised and falsely stated on CCC’s website, in CCC promotional flyers, on Defendants’ business cards, and in CCC’s Enrollment Agreements: (1) that CCC was state certified; (2) that all of CCC’s instructors were state certified; (3) that CCC had a limited supply of scholarships and grants available to pay 65% to 100% of student’s

tuition; (4) that tuition for CCC's Blackjack course was \$3,000 and that when Defendants charged \$1,500 for that course they were granting a 50% discount; (5) that the tuition for CCC's Ultimate Texas Hold'em/Roulette/Pitch ("U.R.P.") course was \$2,200 and that when Defendants charged \$1,100 dollars for that course they were granting a 50% discount; (6) that in return for accepting the above-described "discounts," students waived their right to demand a refund of tuition; (7) that CCC's educational program took "Up to 8 weeks to complete"; and (8) that students could contact the California Bureau for Private Postsecondary and Vocational Education (the "BPPVE") with any problems or questions concerning CCC.

The Complaint alleges that (1) CCC was not in fact state certified; (2) that CCC's instructors were not in fact state certified; (3)-(5) that there were never scholarships, grants, or discounts available for attendance at CCC and that no student ever received a 100% tuition waiver, but that, instead Defendants almost always charged \$1,500 and \$1,100 for CCC's Blackjack and U.R.P. courses respectively, and that, therefore, those rates did not represent a discount, but instead represented full price for each course; (6) that since students did not receive any discount, they did not, in fact waive any right to demand a tuition refund and that, in any case, that right could not be waived as a matter of California law; (7) that CCC students rarely, if ever, graduated from CCC in eight weeks; and (8) that the BPPVE ceased to exist in January 2007 and that, therefore, students with problems or questions about CCC could not, in fact, address them to the BPPVE.

The Complaint alleges that class members were misled and induced to pay tuition to Defendants as a result of the above-listed alleged misrepresentations and false advertisements. The Complaint seeks restitution, compensatory damages, punitive damages, and attorney's fees for the above-listed alleged misrepresentations and false advertisements. **Defendants deny all of those allegations of the Complaint.**

#### **DEFINITION OF THE CLASS**

The Class in this case is defined as follows: *Any person who, on or after December 24, 2010, paid tuition to Defendants or any agent or employee of any Defendant, for enrollment in, or attendance at, CCC.*

**According to Class Plaintiff's review of the records of CCC, you are a potential member of the class. Only persons who meet all of the criteria set forth above, however, are actually class members in this action. If you do not meet all of the criteria listed above, or if this Notice is addressed to a person other than you, you will not be a class member. Receipt of this Notice does not establish your class membership.**

#### **OPTION TO REMAIN IN THE CLASS OR TO BE EXCLUDED**

Although you have been identified as a potential class member in this action, you have a legal right to decide whether you want to remain in the class, or be excluded.

**Remaining in the Class.** If you remain in the class, your interest will be represented in the class action and you will be entitled to share in any damages or other relief awarded by the Court. If you remain in the class, you will also be bound by any final judgment entered in the class action, whether favorable or not, and you will not have the right to sue Defendants separately in your own legal action for the same claims that are raised in this class action. **IF YOU WISH TO REMAIN IN THE CLASS, YOU DO NOT NEED TO DO ANYTHING IN RESPONSE TO THIS NOTICE.** You should, however, retain all of your records pertaining to your attendance at CCC and payment of CCC tuition. In addition, if you have a new address (different from the one at the top of this Notice), you should send a change of address notice to the attorney for the class, Andrew W. Twietmeyer, at the address listed below. Please refer to the title of the case *Gutierrez vs. Casino Career Center, Inc. et al.* in your change of address notification.

**Requesting Exclusion.** If you request exclusion from the class, your name will be removed from the class list, you will receive no further notifications, and you will not be entitled to share in any damages or other relief awarded

by the Court. You will not be bound by any final judgment entered in the action, and you would retain the right to sue Defendants separately for any claims you might have. **IF YOU WISH TO REQUEST EXCLUSION, YOU MUST FOLLOW THESE INSTRUCTIONS:**

The Court *will* exclude you from the class if your written request for exclusion is mailed to:

Casino Career Center Class Action Administrator  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

The Request must be postmarked not later than June 29, 2018 and must state, "I DO NOT WANT TO BE PART OF THE PLAINTIFF CLASS ACTION ENTITLED *GUTIERREZ V. CASINO CAREER CENTER, INC. ET AL.*, CASE NO. RIC1412598." The request should be signed with your name and address printed below your signature.

IF YOU EXCLUDE YOURSELF FROM THE CLASS, YOU WILL NOT BE ENTITLED TO SHARE IN ANY BENEFITS THAT THE CLASS MAY OBTAIN.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS, YOU WILL NOT BE ABLE TO FILE A SEPARATE LAWSUIT AGAINST DEFENDANTS BASED ON THE EVENTS AND CIRCUMSTANCES ALLEGED IN THE CLASS ACTION.

If you do not request exclusion, you may, if you desire and at your own expense, enter an appearance in the class action through an attorney of your choosing. If you do not request exclusion, and you did not enter an appearance through your attorney, your interests will be represented by Plaintiff as the class representative through her attorney Andrew W. Twietmeyer at no out-of-pocket cost to you.

Attorney for the Class:  
Andrew W. Twietmeyer  
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#### **ADDITIONAL INFORMATION**

**DO NOT CONTACT THE COURT CONCERNING THIS CASE.** If you have any questions, contact either your own attorney, or the above-named attorney. However, you do not need to contact the above-named attorney to remain a member of the class.

#### **EXAMINATION OF PAPERS**

This notice does not fully describe the Class Action. You may inspect the Court files (excluding any documents filed under seal) at the Office of the Clerk of Court, Riverside Superior Court located at 4050 Main Street, Riverside California 92501, during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday.