

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (Cal. Bar No. 287811)
2 *david@tomorrowlaw.com*
Diego Aviles (Cal. Bar No. 315533)
3 *diego@tomorrowlaw.com*
Sara Ehsani-Nia (Cal Bar No. 326501)
4 *sara@tomorrowlaw.com*
8484 Wilshire Blvd., Suite 500
5 Beverly Hills, California 90211
Telephone: (310) 438-5555
6 Facsimile: (310) 300-1705

7 Attorneys for Plaintiff, OLIVIA BEVERLY HANSON,
on behalf of herself and all others similarly situated

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 OLIVIA BEVERLY HANSON, on behalf of
herself and all others similarly situated,

12 Plaintiff,

13 v.

14 ZAPATA NUCCIO, INC., a California
15 corporation doing business as SUR
RESTAURANT; NATHALIE POUILLE-
16 ZAPATA, an individual; GUILLERMO
ZAPATA, an individual; LISA
17 VANDERPUMP, an individual; KEN TODD,
an individual, and DOES 1 through 100,
18 inclusive,

19 Defendants.
20
21

CASE NO.: 20STCV28951

[Assigned to the Hon. Elihu M. Berle in Dept.
SS-6]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY;**

HEARING INFORMATION:

DATE: April 22, 2021
TIME: 10:00 a.m.
DEPT: SS-6

22 This Court, having considered the Motion of plaintiff Olivia Beverly Hanson (“Plaintiff” or
23 “Ms. Hanson”) for Preliminary Approval of Class and Representative Action Settlement and
24 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
25 the Declarations of David D. Bibiyan and Plaintiff, the Joint Stipulation Re: Class Action and
26 Representative Action Settlement (the “Settlement Agreement”), the Notice of Proposed Class
27 Action Settlement (“Class Notice”), and other documents submitted in support of the Motion for
28 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

**[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 05 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso, Deputy

RECEIVED

JUL 30 2021

1 1. The definitions set out in the Settlement Agreement are incorporated by reference
2 into this Order; all terms defined therein shall have the same meaning in this Order.

3 2. The Court certifies the following settlement class for the purpose of settlement only:
4 all current and former non-exempt, hourly-paid employees who worked for Defendants Zapata
5 Nuccio, Inc. ("Zapata Nuccio"), Nathalie Pouille-Zapata ("Pouille"), Guillermo Zapata ("Zapata"),
6 Lisa Vanderpump ("Vanderpump") and Ken Todd ("Todd" and collectively with Zapata Nuccio,
7 Pouille, Zapata and Vanderpump, "Defendants") in California at any time from July 31, 2016
8 through December 22, 2020 ("Class Period") in California ("Class Members").

9 3. The Court preliminarily appoints named plaintiff Ms. Hanson as Class
10 Representative, and David D. Bibiyan, Diego Aviles, and Sara Ehsani-Nia of Bibiyan Law Group,
11 P.C. as Class Counsel.

12 4. The Court preliminarily approves the proposed class settlement upon the terms and
13 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
14 settlement appears to be within the range of reasonableness of settlement that could ultimately be
15 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
16 amount is fair, adequate and reasonable as to all potential Class Members when balanced against
17 the probable outcome of further litigation relating to liability and damages issues. It further appears
18 that extensive and costly investigation and research has been conducted such that counsel for the
19 parties at this time are reasonably able to evaluate their respective positions. It further appears to
20 the Court that the settlement at this time will avoid substantial additional costs by all parties, as well
21 as the delay and risks that would be presented by the further prosecution of the Action. It further
22 appears that the settlement has been reached as the result of intensive, non-collusive, arms-length
23 negotiations utilizing an experienced neutral third party.

24 5. The Court approves, as to form and content, the Class Notice that has been submitted
25 Herewith and is attached hereto as Exhibit "A".

26 6. The Court directs the mailing of the Class Notice by first-class mail to Class
27 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds
28

1 that the dissemination of the Class Notice set forth in the Settlement Agreement complies with the
2 requirements of law, and appears to be the best notice practicable under the circumstances.

3 7. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount of \$700,000, which is inclusive of attorneys' fees not to exceed one-third of the
5 Gross Settlement Amount or \$233,333.33, in addition to costs not to exceed \$20,000.00, an
6 enhancement award of \$5,000.00 for Ms. Hanson, costs of claims administration of approximately
7 6,750.00, and PAGA penalties in the amount of \$10,000.00, of which \$7,500 (75%) will be paid to
8 the LWDA and \$2,500.00 (25%) will be paid to Participating Class Members (*i.e.*, Class Members
9 who do not validly opt out). The Gross Settlement Amount expressly excludes Employer Taxes,
10 which will be paid separately and apart by Defendants on the wages portion of the Settlement
11 Amount.

12 8. While Defendants are jointly and severally liable for the Gross Settlement Amount,
13 Defendant Ken Todd shall pay \$350,000 of the Gross Settlement Amount, and the remaining
14 \$350,000 shall be divided between Defendants Zapata and Pouille.

15 9. Defendants represent that there are no more than 15,903 Workweeks worked during
16 the period from July 31, 2016 through December 22, 2020. In the event the number of Workweeks
17 worked during the Class Period increases by more than 5%, or 924 Workweeks, the Gross
18 Settlement Amount shall be increased proportionally by the Workweek Value. The Workweek
19 Value shall be calculated by dividing the Gross Settlement Amount (\$700,000) by 15,3903, which
20 amounts to a Workweek Value of \$44.01. Thus, for example, should there be 17,000 Workweeks in
21 the Class Period, then the Gross Settlement Amount shall be increased by \$48,278.97. (17,000
22 Workweeks – 15,903 Workweeks x \$44.01/Workweek.)

23 10. The Court deems Phoenix Settlement Administrators ("Phoenix") the Settlement
24 Administrator, and approves payment of administrative costs, not to exceed \$6,750.00, out of the
25 Gross Settlement Amount for services to be rendered by Phoenix on behalf of the class. The
26 Settlement Administrator shall prepare and submit to Class Counsel and Defendants' Counsel a
27 declaration attesting to the completion of the notice process as set forth in the Settlement Agreement,
28 including an explanation of the number of attempts to obtain valid mailing addresses for, and re-

1 sending of, any Class Notice returned undeliverable and the identities, number of, and copies of all
2 opt-outs and objections received by the Settlement Administrator.

3 11. The Court directs Defendants, by August 19, 2021 to provide the Settlement
4 Administrator with the "Class List" for Settlement Class Members providing the following
5 information for each Settlement Class Member: (1) name, last known address(es) and last known
6 telephone number(s) currently in Defendants' possession, custody, or control; (2) Social Security
7 Number in Defendants' possession, custody, or control; and (3) the hire dates and termination dates
8 for each Settlement Class Member.

9 12. The Settlement Administrator shall mail the Class Notice in English and Spanish to
10 the Class Members via first-class regular U.S. Mail using the most current mailing address
11 information available by September 7, 2021. Prior to mailing the Notice to each Class Member, the
12 Settlement Administrator shall undertake reasonable address verification measures so as to update
13 the last known address for each Class Member. To the extent that this process yields an updated
14 address, that updated address shall replace the last known address and be treated as the new last
15 known address for purposes of this Settlement, and for subsequent mailings. The Settlement
16 Administrator shall maintain a Class List with continuously updated contact information for the
17 Class Members, and digital copies of all the Settlement Administrator's records evidencing the
18 giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval
19 Date. Such information shall be available to Class Counsel and Defendants' Counsel upon request.

20 13. If a Class Notice from the initial notice mailing is returned as undeliverable, the
21 Settlement Administrator will attempt to obtain a current address for the Settlement Class Member
22 to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the
23 returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and
24 (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new
25 address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any
26 Class Notices that are returned to the Settlement Administrator with a forwarding address before the
27 Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

28 ///

1 14. The deadline for filing objections to any of the terms of the settlement shall be
2 November 2, 2021. Any Class Member who wishes to object to the settlement must mail a written
3 objection to the Settlement Administrator, who will email a copy of the objection to Class Counsel
4 and counsel for Defendants. Class Counsel will lodge a copy of the objection with the Court with
5 the Motion for Final Approval. The objection must contain, in writing: (1) the objector's name and
6 address, (2) the reason(s) for the objection, along with whatever legal authority, if any, the objector
7 asserts supports the objection. Any Class Member who fails to make his or her objection in the
8 manner provided for in this Order may still be heard at the Final Approval Hearing.

9 15. The Motion for Final Approval, including supporting documents for attorneys' fees
10 and costs, shall be filed by October 4, 2021.

11 16. The response to any valid written objections shall be filed by November 18, 2021.

12 17. The deadline for the filing of the Settlement Administrator's Report is November 18,
13 2021.

14 18. Class Counsel and counsel for Defendants shall file any responses to any written
15 objections submitted to the Court in accordance with the time frame set forth in the Settlement
16 Agreement.

17 19. A final approval hearing shall be held with the Court on December 2, 2021 at 9 a.m.
18 in Department "SS-6" of the above-entitled Court to determine: (1) whether the proposed settlement
19 is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of
20 attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award to the Class
21 Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be
22 apportioned to PAGA and/or paid to the LWDA.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 20. In the event the settlement does not become effective in accordance with the terms
2 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
4 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.
5 The parties will be free to assert any claim or defense that could have been asserted at the time of
6 entry of the Settlement Agreement.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

AUG 05 2021

ELIHU M. BERLE

Dated: _____, 2021

Judge of the Superior Court

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Hanson v. Zapata Nuccio, Inc., et al.

Superior Court of California for the County of Los Angeles, Case No. 20STCV28951

As a non-exempt, hourly paid employee currently or formerly employed by Zapata Nuccio, Inc. in California during the period of July 31, 2016 through December 22, 2020, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement Fund.

You have received this Notice of Class Action Settlement because the records of Zapata Nuccio, Inc. (collectively, show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Zapata Nuccio, Inc. as a non-exempt, hourly-paid employee in the State of California any time from July 31, 2016 through December 22, 2020.

- The settlement resolves a class-action lawsuit, *Olivia Beverly Hanson v. Zapata Nuccio, Inc., et al.* (the "Lawsuit"), which alleges that Zapata Nuccio, Inc., Ken Todd, Lisa Vanderpump, Guillermo Zapata, and Nathalie Pouille-Zapata (collectively, "Defendants": (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal breaks under California law, (4) failed to provide Class Members legally-compliant rest breaks under California law, (5) failed to provide Class Members with legally complaint wage statements, (5) failed to timely pay wages upon separation of employment, (6) failed to indemnify Class Members for costs incurred in furtherance of their work duties, (7) failed to permit inspection of wage statements upon request; (8) failed to permit inspection of personnel records upon request; (9) failed to pay all tips earned; and (10) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA") pursuant to Labor Code sections 226.3, 558, 1197.1, and 2699.

- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

	<p>your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for December 2, 2021, in Department 6 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California, 90012.</p>
--	---

The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9 a.m. on December 2, 2021, in Department 6 of the Spring Street Courthouse of Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California, 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as a non-exempt hourly, hourly paid employee in the State of California from July 31, 2016 at some point through December 22, 2020. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Olivia Beverly Hanson was an hourly paid, non-exempt employee of Defendants in California. She is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendants' alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay wages upon separation, failure to indemnify employees for costs incurred in furtherance of their work duties, failure to permit inspection of employment records, failure to pay all tips owed, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under PAGA pursuant to Labor Code sections 226.3, 558, 1197.1, and 2699.

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$700,000.00. The Gross Settlement includes: (1) Administration Costs up to \$6,750; (2) a service payment of up to \$5,000.00 to Plaintiff Olivia Beverly Hanson for her time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to \$233,333.33 in attorneys' fees and actual litigation costs up to \$20,000 to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$10,000.00, \$7,500 of which will be payable to the Labor and Workforce Development Agency ("LWDA") and \$2,500 which will be payable to Class Members. After deducting these sums, a total of

Questions? Contact the Settlement Claims Administrator toll free at PHONE NUMBER

approximately \$359,916.67 will be available for distribution to Class Members ("Net Settlement Amount"). In addition to the Gross Settlement, Defendants will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members

Class Members who do not opt out will receive a pro-rata payment based on the number of weeks worked by Class Members for Defendants during the Class Period as non-exempt employees ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual Class Member's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

Defendants' records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California between July 31, 2016 and December 22, 2020. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than November 2, 2021. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

33% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 67% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement, entry of judgment, and payment by Defendants to the Settlement Administrator.

"Released Claims" refers to all claims asserted in the First Amended Complaint filed in this Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the First Amended Complaint filed in this action, as follows: For the duration of July 31, 2016 through December 22, 2020, the release includes: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for non-compliant wage statements; and (f) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the First Amended Complaint. For individuals employed during the period from July 30, 2019 through December 22, 2020, the release includes, for the duration of the that period, all claims released

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

during the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice filed by Plaintiff against Defendants and the First Amended Complaint filed in this Action.

“Released Parties” means Defendants and each of their past, present, and future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and signature. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or facsimile to the address below.

[Settlement Administrator]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than November 2, 2021. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file a written objection stating why you object to the Settlement. Your written objection must provide your full name, address, your reasons why you think the Court should not approve the Settlement, along with any legal authority, if any, you assert supports your objection, and your signature. Your written objection must be mailed to the Administrator no later than November 2, 2021. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for December 2, 2021 at 9 a.m. in Department 6 of the Spring Street Courthouse of Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California, 90012, and raise or discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Due to the COVID-19 pandemic, hearings are currently being conducted remotely through LACourtConnect. Class Members who wish to appear at the final fairness hearing should contact Class Counsel to arrange a telephonic appearance through LACourtConnect, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member will be paid by class counsel.

Additional Information

Questions? Contact the Settlement Claims Administrator toll free at **[PHONE NUMBER]**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit www.bibiyancourt.com, call the Settlement Administrator at **PHONE NUMBER** or Class Counsel:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan

david@tomorrowlaw.com

Diego Aviles (Spanish speaker)

diego@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Telephone: (310) 438-5555

Facsimile: (310) 270-9601

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California, 90012, during regular business hours of each court day.

Due to the novel Coronavirus, the Court has enacted social distancing protocols, which include the following:

- Do not enter the courthouse if:
 - You have tested positive for COVID-19 within the last 10 days AND have not been fever free for 24 hours.
 - You have been ordered to quarantine or been in contact (within 6 feet and more than 15 minutes) with a person known to be or suspected of being COVID-19 positive within the last 14 days.
 - You are experiencing COVID-19 symptoms.
- Individuals entering the courthouse must wear facial coverings over the mouth and nose while in the courthouse. Paper, disposable masks will be provided to persons who do not have one and who request to enter the courthouse. ADA exceptions may apply.
- To help court users observe social distancing, the Court has posted signs throughout its facilities - including elevator landings, benches, and other areas where lines are likely to form - reminding court users and employees to remain at least six feet apart.
- Sheriff security and court staff enforce social distancing of court users outside and within the courthouse.
- Hand sanitizer dispensers are available for use throughout the courthouse.
- The court has increased cleaning and sanitization of high-touch surfaces and restrooms in this facility using U.S. Environmental Protection Agency- approved disinfectant products.
- The court has provided employees and judicial officers with public health-compliant facial coverings to use while working in courthouses.
- The court will maintain and keep all public restrooms open to facilitate frequent hand-washing.

Questions? Contact the Settlement Claims Administrator toll free at **PHONE NUMBER**

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Claims Administrator toll free at **[PHONE NUMBER]**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd., Suite 500, Beverly Hills, California 91211.

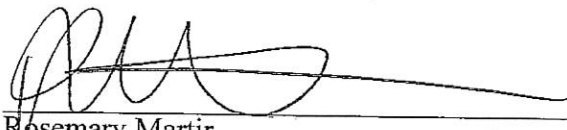
On July 29, 2021, I caused a true and correct copy of the foregoing document(s) described as **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission via Case Anywhere to the following recipients:

Michael Robinson
Orion S. Robinson
Michael Yee
ROBINSON DI LANDO
801 South Grand Avenue, Suite 500
Los Angeles, California 90017
mrobinson@rdwlaw.com
orobinson@rdwlaw.com
myee@rdwlaw.com

Counsel for Defendants ZAPATA NUCCIO, INC., NATHALIE POUILLE-ZAPATA, GUILLERMO ZAPATA, LISA VANDERPUMP and KEN TODD

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 29, 2021 at Beverly Hills, California.


Rosemary Martir