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9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 LINZI JULIANO,

14 Plaintiff,

15 vs.

16 Defendants MOUNT ST. MARY'S
17 UNIVERSITY, a California Corporation dba
18 GEENA DAVIS INSTITUTE ON GENDER
19 IN MEDIA dba SEE JANE; CAROLINE
20 HELDMAN, an individual; ELIZABETH
21 KILPATRICK an individual, and DOES 1
22 through 10 inclusive,

23 Defendants.

CASE NO. 21STCV41842

**DECLARATION OF NINA MONTOYA IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT AND
DISMISSAL OF THE ACTION**

RESERVATION NO. 007121772025

Date: April 5, 2022
Time: 8:30 AM
Dept. No. 72

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DECLARATION OF NINA MONTTOYA

1. I am an attorney at law duly admitted to practice before all the courts of the State of California. I am counsel for Plaintiff, Linzi Juliano. I have personal knowledge of the matters set forth herein and if called as a witness could and would competently testify thereto.

2. On September 17, 2020 Plaintiff sent Defendants a demand letter outlining Plaintiff's claims against the Defendants.

3. Thereafter the Parties engaged in an informal exchange of discovery and engaged in extensive negotiations that included an April 27, 2021 full-day mediation session with Mediator Michael Roberts.

4. The parties continued to engage in negotiations that culminated in the parties' preliminary settlement on June 7, 2021. The parties also entered into a tolling agreement tolling the statute of limitations on all claims as of June 7, 2021 while the parties endeavored to agree to final settlement language.

5. On November 12, 2021, Plaintiff filed a complaint against Defendants alleging individual claims pursuant to the Labor Code, as well as a representative claim under the Private Attorneys General Act.

6. Thereafter all parties worked together to draft a comprehensive settlement agreement and joint stipulation for approval of the PAGA settlement.

7. On November 30, 2021 Plaintiff filed her Notice and Motion of Court Approval of PAGA settlement and Dismissal of the Action.

8. On February 22, 2022 the Court continued the hearing to April 5, 2022 and ordered an unredacted copy of the Settlement Agreement be filed as well as notice to the LWDA of the continuance of hearing date.

9. Attached hereto as Exhibit A is a true and correct copy of the PAGA Agreement entered into by the Parties.

10. Attached hereto as Exhibit B is a true and correct copy of the executed Stipulation and [Proposed] Order.

///

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. This Declaration was executed on March 1, 2022 in Los Angeles, California.

3
4 DATED: March 1, 2022.

SEIBERT • BAUTISTA • MONTOYA

5
6 
7 _____
NINA MONTOYA
Attorneys for Plaintiff

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Confidential Settlement Agreement and Release (“Agreement”) is entered into by and between plaintiff Linzi Juliano (“Plaintiff”) and defendants Mount Saint Mary’s University dba Geena Davis Institute in Gender in Media, Caroline Heldman, and Elizabeth Kilpatrick (“Defendants”) (collectively, the “Parties”) in connection with Plaintiff’s claims against Defendants.

WHEREAS, On April 27, 2021, the parties to the claims asserted by Linzi Juliano against Mount Saint Mary’s University dba Geena Davis Institute in Gender in Media (LWDA-CM-818221-21) mediated the Action with Michael J. Roberts, Esq. Thereafter, the parties continued settlement discussions and, on June 7, 2021, reached a preliminary settlement;

WHEREAS, Defendants have offered certain Aggrieved Employees (defined below in ¶ 2) who were employed by Defendants at the time of settlement direct payments of at least \$1,000;

WHEREAS, having agreed to final settlement terms, the Parties to this settlement agreement and release (“Agreement”) desire to compromise, settle and discharge the Action and all claims, controversies, demands, actions or causes of action which Plaintiff may have or claim to have against Defendants, or any individuals or entities which are in any way related to Defendants, including those that arise out of or relate to the Lawsuit, including all claims asserted by Plaintiff, and any matters arising out of or in connection with Plaintiff’s employment and separation from employment, including but not limited to any employment matters, claims of discrimination, compensation disputes, contractual matters, and any other torts, as of the date of this Agreement; and

WHEREAS, pursuant to the Agreement the Parties seek dismissal of the claims asserted by Plaintiff and against Defendants in civil case no. 21STCV41842 (“the Action”) pursuant to the Court’s approval of the final settlement terms.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of these promises and the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Scope of the Settlement. The Settlement is intended to resolve all individual claims that were or could have been brought by Plaintiff, and all representative PAGA claims that were or could have been brought pursuant to the Action, including but not limited to all claims for recovery of attorney fees and costs. “Released Claims” means all PAGA claims for wages, expenses, benefits and related penalties that were actually alleged or that could have been alleged against Defendant Releasees based on the facts stated in the LWDA letter in this Action and those set forth in Exhibit A, including claims regarding violations of Labor Code sections 98.6, 201, 203, 204, 207, 210, 218.5, 226(a)(c), 226.3, 226.8, 558.1, 1102.5, 1174, 1174.5, 1198.5, 1199, 2753, 2802, or any claim that could be brought pursuant to PAGA with respect to:

(a) Any claims for unpaid wages (including but not limited to overtime pay, minimum wage, or regular wages) or the failure to timely pay wages, whether contractual or statutory;

(b) Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate;

(c) Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate;

(d) Any claim for failure to keep accurate records or provide accurate wage statements;

(e) Any claim for failure to pay all wages at the time of termination;

(f) Claims for attorneys' fees, interest, penalties, or premiums.

2. Definition of Aggrieved Employees. The aggrieved employees covered by this Settlement shall include all individuals and sole proprietors who performed research or administrative work in California on a regular basis for the Geena Davis Institute on Gender in Media at any time during the PAGA Release Period as provided in paragraph 3, and who were classified as independent contractors ("PAGA Group"). The PAGA Group totals twenty-eight (28) employees.

3. PAGA Release Period. The PAGA release period for all Aggrieved Employees shall be from March 1, 2020 to the date of the Court's approval of the Settlement.

4. Effective Date. The "Effective Date" of the PAGA Settlement means the date upon which either the Court or Plaintiff provides notice of: (i) approval that the Settlement is granted by the Los Angeles Superior Court, and (ii) the Court's signed Judgment approving the Settlement and dismissing the case with prejudice.

5. Settlement Payment.

(a) In consideration of Plaintiff's execution of this Agreement and promises made herein, Defendants will pay the gross amount of one hundred and ninety-five thousand (\$195,000) (the "Settlement Amount") as follows:

(b) A check payable to Plaintiff in the amount of three thousand two hundred and twenty-five dollars (\$3,225), which represents alleged lost wages and unpaid wages and premiums, minus all applicable income and payroll taxes and all other authorized and required deductions.

(c) A check payable to Plaintiff in the amount of fifty-one thousand nine hundred thirty (\$51,930) dollars for emotional distress, pain and suffering.

(d) A check payable to Plaintiff in the amount of fifty thousand dollars (\$50,000) for expense reimbursement, interest, and liquidated damages.

(e) One check payable to Seibert Bautista Montoya in the amount of seventy-eight thousand and seventy dollars \$78,070 for attorneys' fees and costs. This payment shall not be subject to withholdings for taxes. Payment of this sum will be reported to the taxing authorities via a 2021 Form 1099-MISC.

(f) PAGA representative service payment to Phoenix Settlement Administrators not to exceed the administrator's quote of one thousand seven hundred seventy-five dollars (\$1,775). Should the representative service exceed the quote provided, such cost will be borne by Defendants.

(g) The Parties agree the Penalties Fund Portion of the PAGA settlement is ten thousand dollars (\$10,000). Accordingly, one check shall be made payable to the Labor & Workforce Development Agency in the amount of 75% of the Penalties Fund, amounting to seven thousand and five hundred dollars (\$7,500), to be paid according to the Court's Order for satisfaction of PAGA penalties ("PAGA Settlement Fund"). And 25% of the PAGA Settlement Fund, amounting to two thousand and five hundred dollars (\$2,500), shall be paid on a pro rata basis to the Aggrieved.

(h) Offset for Amounts Paid: The Parties agree Defendants are entitled to an offset (i.e., a reduction of the PAGA Settlement Fund) in an amount equal to any amounts already paid by Defendant to the PAGA Group by way of direct payments. Such offset will only be applied to PAGA Group members who received direct payments, and no outstanding offers of such direct payments to PAGA Group members will be withdrawn as a result of this Agreement. For clarity, if the Court approves a PAGA Settlement Fund of \$10,000, 25% or \$2,500 will be allocated to the PAGA Group member in an amount of \$89.29 each. If 10 PAGA Group members have accepted direct payments, Defendant will receive an offset of the PAGA Settlement sum of \$89.29 for each such member or a combined total offset of \$892.9. In such an event, Phoenix shall return the offset amount to Defendant upon confirmation of a prior direct payment by certification from Defendant of such payment.

(i) No Residue: The entire PAGA Settlement Fund shall be distributed. This will be deemed a non-claims made settlement and PAGA Group members do not need to opt-in or submit a claim to receive their share of the PAGA Settlement Fund. If any check issued to a PAGA Group member is returned as undeliverable, the Defendant will make every reasonable effort to locate the member and deliver the check to them. If any funds remain as a result of returned and/or uncashed and/or stale checks, those funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those PAGA Group members who did not receive or cash their checks, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, because the entire PAGA Settlement Fund will be paid out to the PAGA Group members, whether or not they all cash their checks. Therefore, Defendants shall not be required to pay any interest on the funds distributed to the Controller.

(j) Allocation of Consideration: The Parties agree the Settlement Amount is the maximum amount to be paid by Defendants under this Agreement. If the Court does not agree with Plaintiff's allocation of the Settlement Payment between the categories identified in paragraphs 4(a)(v)-4(a)(viii), the Parties will meet and confer to agree upon a reallocation of the Settlement Amount, and thereupon ask the Court to approve the reallocated the Settlement Amount.

(k) PAGA Notice. Concurrent with the transmittal of the settlement checks to the PAGA Group, the Defendants shall transmit a mutually agreed-upon notice of PAGA settlement to the PAGA Group.

(l) The Settlement Payments due pursuant to Section 4, subsections (i), (ii), and (iii) shall be delivered to Nina Montoya of Seibert Bautista Montoya, 9255 Sunset Blvd., Suite 1100, West Hollywood, California, 90069 within fifteen (15) days following the Court's Order approving settlement and dismissal of the Action, and in no event will any portion of the Settlement Payment be owed or disbursed until the Court has approved the Agreement.

6. Filing and Dismissal of Lawsuit.

(a) Plaintiff and Defendants agree that within ten (10) days of execution of this Agreement by all parties, Plaintiff will file in the Los Angeles Superior Court the executed Joint Stipulation For Court Approval of PAGA Settlement and Dismissal of the Action, with this Agreement attached as Exhibit A.

(b) The Parties hereby agree that they will use their best efforts to work cooperatively, and in good faith, to ensure dismissal of this Action. The Parties agree that this Agreement is null and void if the Lawsuit is not dismissed in its entirety.

7. Release.

(a) For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Plaintiff does hereby knowingly and voluntarily release and forever discharge, both jointly and severally, Defendants, the Geena Davis Institute on Gender in Media, the Sisters of St. Joseph of Carondelet, The Religious & Charitable Risk Pooling Trust of the Brothers of the Christian Schools and Affiliates, and each and all of their affiliated entities, as well as any of their past, present and future officers, agents, directors, shareholders, principals, partners, owners, trustees, supervisors, administrators, faculty members, staff members, employees, representatives, parents, subsidiaries, attorneys, sureties, bonding companies, insurers, risk pooling trusts, and legal predecessors, successors, heirs, executors, administrators, assigns, and all persons acting by, through, under, or in concert with any of them (hereinafter collectively referred to as the "Defendant Releasees"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity (hereinafter collectively referred to as "claims"), whether known or unknown, which Plaintiff ever had, now has, or may or might in the future have against Defendant Releasees, arising out of events or occurrences which arose at or before the moment Plaintiff signs this Agreement.

Plaintiff understands and agrees that her release applies to claims known and presently unknown by her, which means that if she hereafter discovers facts different from or in addition to those which she now knows or believes to be true, all of her releases, waivers, discharges, and promises not to sue or otherwise institute legal action shall remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, Plaintiff agrees she fully and forever waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the Civil Code of the State of California which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY [I.E., PLAINTIFF] DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HE FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIS OR HE, WOULD HAVE MATERIALLY AFFECTED HIS OR HE SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY [I.E., DEFENDANTS].

(b) As of the Effective Date, Plaintiff and all Aggrieved Employees release the Defendant Releasees from the Affected Employees Released Claims. The Affected Employees' Released Claims include a 1542 Waiver which is limited to the Released Claims. The Affected Employees' Released Claims shall be effective as to all claims set forth herein for the period from March 1, 2020 through the date the Court approves this Settlement and dismisses the action is dismissed in its entirety.

(c) For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Defendants do hereby knowingly and voluntarily release and forever discharge, both jointly and severally, Plaintiff (hereinafter collectively referred to as the "Plaintiff Releasee"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity (hereinafter collectively referred to as "claims"), whether known or unknown, which Defendants ever had, now have, or may or might in the future have against Plaintiff Releasee, arising out of events or occurrences which arose at or before the moment Defendants sign this Agreement.

(d) Matters Not Waived.

(i) This Agreement does not waive Plaintiff's rights, if any, to receive ERISA-covered benefits (*e.g.*, pension or medical benefits) that are vested pursuant to a formally-adopted and properly-authorized written benefit plan.

(ii) This Agreement does not waive unemployment compensation benefits, workers' compensation benefits or any other rights that may not lawfully be released by a private agreement.

(iii) Nothing in this Agreement prevents Plaintiff from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by any government agency, including but not limited to the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, Department of Labor, Department of Labor Standards Enforcement, Department of Industrial Relations, or the Labor and Workforce Development Agency; but as to all of the claims that Plaintiff has released as provided in this Agreement, Plaintiff is waiving the right to receive any individual relief in any such investigation or proceeding.

(iv) Nothing in this Agreement prevents Plaintiff from (i) providing truthful testimony, information or documents if legally compelled to do so, (ii) providing relevant truthful information or documents in any charge or complaint with a government agency, or (iii) providing relevant truthful information or documents in the course of participating in an investigation or proceeding conducted by a government agency; however in all cases, Plaintiff agrees to take all reasonable steps (such as redacting information or providing information under seal) to avoid any public disclosure of trade secret information or other confidential business information.

8. Covenant Not to Sue.

(a) Plaintiff, on behalf of herself, her agents, successors, assigns and affiliates agree that she will not make, assert or maintain against any person or entity released herein any claim, demand, action or suit arising out of or in connection with the matters herein released.

(b) Defendants, and each of them, on behalf of it/her/himself and its/her/his agents, successors, assigns and affiliates, agrees that it/she/he will not make, assert or maintain against any person or entity released herein any claim, demand, action or suit arising out of or in connection with the matters herein released.

9. Confidentiality.

(a) **Plaintiff, her attorneys, and anyone acting on her behalf shall not disclose any information concerning the terms of this Agreement, the Settlement Payment, the settlement negotiations, and the amounts paid to or received by Plaintiff, to any other person.** The only exceptions to this non-disclosure agreement is if disclosure is needed to enforce the terms of this Agreement, and Plaintiff may disclose this information to her (1) partner and immediate family, if any (2) attorneys, (3) tax or financial advisor or financial institution, or (4) for any other circumstance in which Plaintiff and/or her attorneys must disclose the fact of the Agreement in order to be in compliance with unambiguous and clearly controlling local, state, or federal law or a subpoena or court order. Subsection (a) does not prohibit the disclosure of any information contained in pleadings filed with the Court in order to effectuate the Agreement or information required to be disclosed the the Labor and Workforce Development Agency in furtherance thereof

(b) **Defendant's Board of Directors and Management, its attorneys, shall not disclose any information concerning the terms of this Agreement, the Settlement Payment, the settlement negotiations, and the amounts paid to or received by Plaintiff, to any other person.**

10. **No Assignment of Released Claims.** Plaintiff represents and warrants that neither she, nor any of her agents, successors, assigns, and affiliates, have assigned or transferred or purported to transfer or assign any matter herein released.

11. **Independent Legal Advice.** The Parties to this Agreement represent and agree that in executing this document they do so with full knowledge of the rights they may have with respect to the other Parties to this Agreement and that they have received independent legal advice as to these rights from counsel.

12. **No Admission/No Evidentiary Use.** The Agreement will not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiff's or aggrieved employees' rights, violation of any order, law, statute, duty or contract. Nor may the Agreement be used to establish any liability or serve as an admission of Defendants or any released party to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. Defendants deny any liability and deny Defendants employed the PAGA Group.

13. **Voluntary Resignation.** Defendants agree to consider Plaintiff's separation from Defendants to be the result of voluntary resignation and agree that Plaintiff may report the reason of her separation in any future application for employment as a voluntary resignation. If future employers call Defendants regarding Plaintiff's employment, Defendants will only disclose the voluntary resignation, job title, and dates of employment.

14. **Miscellaneous.**

(a) **Cooperation.** The Parties will cooperate in obtaining appropriate approvals in order to effectuate the Agreement, including the filing of the Action, approval of the settlement, and dismissal of the Complaint.

(b) **Failure to Approve Settlement.** Should the Court not grant approval of the Settlement, this Agreement shall be null and void and shall have no further effect.

(c) **Entire Agreement.** This Agreement contains all representations, and the entire understanding among the Parties, and supersedes all prior written and oral agreements that exist or may exist between the Parties. This Agreement may be modified only by written instrument signed by all the Parties hereto.

(d) **Attorneys' Fees and Costs.** The Parties understand and agree that the Settlement Payment includes the complete payment of costs and attorneys' fees incurred by Plaintiff regarding any claims released by this Agreement, and that except for the amounts provided to counsel for Plaintiff as part of the Settlement Payment, as reflected in Paragraph 4, each of the Parties shall bear his or its own costs and attorneys' fees incurred to date in this

Action and also their own respective costs and attorneys' fees incurred in connection with the negotiation, preparation, and execution of this Agreement.

(e) **Waiver--Validity.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. In the event that any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall nonetheless be binding with the same effect as though the void or unenforceable parts were deleted.

(f) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all Parties hereto, and their respective heirs, representatives, successors and assigns.

(g) **Additional Documents.** Each party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments, and do such other acts, as may be required or convenient to carry out the intent and purpose of this Agreement.

(h) **California Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of California.

(i) **Gender/Paragraph Headings/Construction.** As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. Paragraph headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. This Agreement shall be construed without regard to the party or Parties responsible for the preparation of the same and shall be deemed to have been prepared jointly by the Parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted against either party, but according to the application of other rules of contract interpretation, if any ambiguity or uncertainty exists.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement.

(k) **Facsimile Signatures.** Facsimile signatures on the Agreement shall be acceptable and deemed admissible as original signatures.

(l) **Authority.** The corporate signatory below represents that it is authorized to execute this Agreement on behalf of the entities named, and to bind such entities to the terms of this Agreement.

(m) **Retained Jurisdiction.** This Agreement is specifically enforceable and binding upon the parties, in accordance with California Evidence Code section 1123. The Los Angeles County Superior Court shall retain jurisdiction to enforce the terms of the Agreement against any non-performing party pursuant to California Code of Civil Procedure section 664.6.

(n) **Severability.** If any part or aspect of this Agreement is held to be unenforceable, it shall not affect any other part or aspect. If any part or aspect of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law.

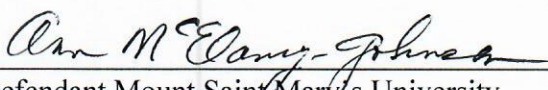
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

Dated: 2/17, 2022



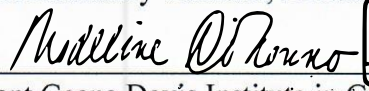
Plaintiff Linzi Juliano

Dated: 2/21, 2022



Defendant Mount Saint Mary's University
By: Ann McElaney-Johnson, President

Dated: 2/3/, 2022



Defendant Geena Davis Institute in Gender in Media
By: Madeline Di Nonno, President & CEO

Dated: 02 / 16, 2022



Defendant Caroline Heldman

Dated: _____, 2022

Defendant Elizabeth Kilpatrick

(n) **Severability.** If any part or aspect of this Agreement is held to be unenforceable, it shall not affect any other part or aspect. If any part or aspect of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law.

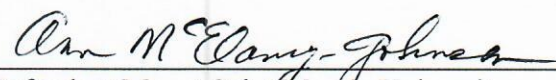
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

Dated: 2/17, 2022



Plaintiff Linzi Juliano

Dated: 2/21, 2022



Defendant Mount Saint Mary's University
By: Ann McElaney-Johnson, President

Dated: _____, 2022

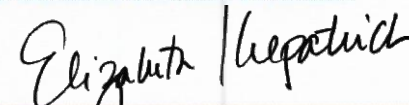
Defendant Geena Davis Institute in Gender in
Media
By:

Dated: 02 / 16, 2022



Defendant Caroline Heldman

Dated: 2/3, 2022



Defendant Elizabeth Kilpatrick

EXHIBIT B

Nina Montoya (State Bar No. 237419)
Shannon Seibert (State Bar No. 240317)
Joe Bautista (State Bar No. 255708)
SEIBERT • BAUTISTA • MONTOYA
9255 Sunset Blvd., Suite 1100
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Telephone: 323.500.0821
Facsimile: 323.500.0830

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN THE COUNTY OF LOS ANGELES

LINZI JULIANO,

Plaintiff,

vs.

Defendants MOUNT ST. MARY'S
UNIVERSITY, a California Corporation dba
GEENA DAVIS INSTITUTE ON GENDER
IN MEDIA dba SEE JANE; CAROLINE
HELDMAN, an individual; ELIZABETH
KILPATRICK an individual, and DOES 1
through 10 inclusive,

Defendants.

CASE NO.: 21STCV41842

**STIPULATION FOR COURT APPROVAL
OF PAGA SETTLEMENT AND DISMISSAL
OF THE ACTION**

Hearing Date: April 5, 2022
Time: 8:30 a.m.

Trial Date: None Set
Complaint Filed: November 12, 2021

CASE NO. 21STCV41842

1 IT IS HEREBY STIPULATED by and between Plaintiff LINZI JULIANO (“Plaintiff”) and
2 Defendants MOUNT ST. MARY’S UNIVERSITY, GEENA DAVIS INSTITUTE ON GENDER IN
3 MEDIA dba SEE JANE, CAROLINE HELDMAN, ELIZABETH KILPATRICK, and DOES 1
4 through 10 inclusive (collectively, “Defendants”), by and through their attorneys of record, as follows.
5 Plaintiff and Defendants are collectively referred to as the “Parties.”

6 WHEREAS, on November 12, 2021, Plaintiff filed this action, asserting causes of action for:
7 retaliation, violations of the Labor Code - including Sections 2698 *et seq.* of the Labor Code (i.e., the
8 Private Attorneys General Act (“PAGA”)), and unfair business practices against Defendants (the “Civil
9 Action”).

10 WHEREAS, Plaintiff’s PAGA claims seek penalties from alleged violations of Labor Code
11 sections 98.6, 201, 203, 204, 207, 210, 218.5, 226(a)(c), 226.3, 226.8, 558.1, 1102.5, 1174, 1174.5,
12 1198.5, 1199, 2753, 2802 (the “PAGA Claims”).

13 WHEREAS, Plaintiff brought and prosecuted her PAGA Claims on behalf of herself and all
14 individuals and sole proprietors who performed research or administrative work in California on a
15 regular basis for Defendants (“the PAGA Group”).

16 WHEREAS, the Parties disagree on the merits of Plaintiff’s individual claims and
17 representative claims.

18 WHEREAS, the Parties recognize that the issues presented in this Civil Action were likely to
19 be resolved only with extensive and costly discovery followed by a jury trial, and that further litigation
20 would cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
21 benefits of litigation.

22 WHEREAS, Plaintiff and Defendants attended a mediation on April 27, 2021 before Michael
23 Roberts.

24 WHEREAS, in the interest of efficiency and judicial economy, the Parties had further arm’s
25 length settlement negotiations and on June 7, 2021 reached a preliminary settlement.

26 WHEREAS, the Parties also entered into an agreement tolling the applicable statutes of
27 limitations to Plaintiff’s claims as of June 7, 2021 and continuing to the date of performance of all of
28 the settlement terms.

1 WHEREAS, the Parties have now executed a confidential settlement agreement (“Settlement
2 Agreement”) that fully and finally resolves all disputes between the parties, including the amount of
3 attorneys’ fees and costs, and PAGA penalties.

4 WHEREAS, while the terms of the Parties’ Confidential Settlement Agreement and Release are
5 confidential, the Parties recognize that the public’s interest in ensuring the proper administration of the
6 PAGA settlement and therefore attach a redacted copy of the Confidential Settlement Agreement and
7 Release as **Exhibit A** for the purpose of disclosing to this Court the terms of the settlement of the
8 PAGA Claims and further agree that they shall make an unredacted copy of the Confidential Settlement
9 Agreement and Release available for the Court’s review *in camera* upon the Court’s request.

10 WHEREAS, prior to filing this action Defendants have also offered direct payments of at least
11 One Thousand Dollars (\$1,000) to certain members of the PAGA Group.

12 WHEREAS, as a result of the negotiation and as set forth in the Confidential Settlement
13 Agreement and Release, the Parties agreed to settle all of the PAGA Claims against Defendants
14 identified in this Civil Action for Ten Thousand Dollars (\$10,000) (the “PAGA Settlement Fund”).

15 WHEREAS, the Parties agree that the PAGA Settlement Fund shall serve as full and complete
16 satisfaction of the PAGA Claims asserted on behalf of the PAGA Group during the period of March 1,
17 2020, until the date of the Court’s Approval of Settlement Agreement (the “PAGA Period”).

18 WHEREAS, the Parties have agreed to seek the dismissal of this action with prejudice as to
19 Plaintiff and the PAGA Group.

20 WHEREAS, California Labor Code section 2699(1)(2) does not prescribe any procedure for
21 how to request Court approval of a PAGA settlement. As such, the Parties have submitted this
22 stipulation as part of a noticed motion and have secured a hearing date for same.

23 WHEREAS, in accordance with the terms of the Parties’ Settlement Agreement and Release,
24 and pursuant to section 2699(i) of the California Labor Code, upon approval of the Parties’ settlement
25 as to Plaintiff’s disputed PAGA claim, Plaintiff and the PAGA Group are entitled to recover 25 percent
26 of the civil penalties for representing the State of California in a PAGA action, with the remaining 75
27 percent to be paid to the California Labor and Workforce Development Agency (“LWDA”).

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1 WHEREAS, in this case, the amount to be paid to Plaintiff and the PAGA Group will be \$2,500,
2 which will be distributed to the 28 individuals who make up PAGA Group.

3 WHEREAS, because Defendants have already made offers of direct payments to certain
4 members of the PAGA Group, the Parties have agreed that Defendants are entitled to an offset against
5 the PAGA Settlement Sum in an amount not to exceed \$2,500 in accordance with the terms of the
6 Settlement Agreement.

7 WHEREAS, Plaintiff, the PAGA Group, the LWDA, and any employee or other person acting
8 as a private attorney general on the LWDA's behalf, has released and forever discharged Defendants
9 from and regarding the PAGA Claims for the PAGA Period pursuant to the Settlement Agreement,
10 subject to the Court's approval of this request.

11 WHEREAS, the Parties agree that upon entry of the Order approving this settlement of PAGA
12 Claims and Judgment thereon, the LWDA and any of the PAGA Group members, including but not
13 limited to Plaintiff, acting as a private attorney general on the LWDA's behalf, will be forever barred
14 from pursuing against Defendants any action for civil penalties under the PAGA stemming from
15 violations of Labor Code sections Labor Code sections 98.6, 201, 203, 204, 207, 210, 218.5, 226(a)(c),
16 226.3, 226.8, 558.1, 1102.5, 1174, 1174.5, 1198.5, 1199, 2753, and/or 2802 that Plaintiff alleges
17 occurred during the PAGA Period.

18 WHEREAS, under the terms of the Confidential Settlement Agreement and Release, the release
19 of claims also includes Plaintiff's individual claims, including claims under the Labor Code and
20 Business and Professions Code, which will be dismissed with prejudice.

21 WHEREAS, pursuant to California Labor Code section 2699(1)(2), the Superior Court shall
22 review and approve any settlement of any civil action filed pursuant to the PAGA.

23 WHEREAS, based on the limited time period at issue in this action and the facts of this case,
24 the size of the PAGA Group, and other remedial measures taken by Defendants, the Parties agree that
25 the allocation of the PAGA Amount to Plaintiff's purported PAGA claim is reasonable and just under
26 the facts and circumstances of this matter, and is not inconsistent with allocations in other approved
27 settlements. *See, e.g., Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving a \$8.9
million settlement that allocated zero dollars to PAGA); *see also Chu v. Wells Fargo Investments, LLC*,

2011 WL 672645, at *6 (N.D. Cal. 2011) (approving a \$6.9 million settlement that allocated \$10,000 to PAGA); *see also Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, at *6 (S.D. Cal. 2011) (approving a \$1,200,000 settlement that allocated \$3,000 to PAGA).

WHEREAS, the Court's approval of the settlement of the PAGA Claims is a condition precedent to the parties' Settlement Agreement and the Court's approval will result in dismissal of this entire action against all Defendants with prejudice.

WHEREAS, pursuant to California Labor Code section 2699(1)(2), Plaintiff has submitted this Stipulation to the LWDA concurrent with its filing.

NOW THEREFORE, the Parties jointly request that the Court approve the PAGA Settlement Fund and settlement and release of Plaintiff's PAGA cause of action and requests that the Court enter the concurrently submitted [Proposed] Order, stating that:

1. The Court finds that the Parties were able to reasonably evaluate their respective positions and that settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the PAGA Claims.

2. The Court approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate settlement of the PAGA Claims according to the terms set forth in the Settlement Agreement. A redacted version of the Settlement Agreement, disclosing the terms of the PAGA Settlement, is attached hereto as Exhibit 1.

3. Defendants shall pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the Labor and Workforce Development Agency ("LWDA") (the "PAGA Payment") in full and complete satisfaction of the PAGA Claims asserted on behalf of the aggrieved employees, which group is defined as those who worked researchers or directly administered the researchers on behalf of Defendants ("the PAGA Group") during the period of March 1, 2020, until the date of the Court's Approval of Settlement Agreement (the "PAGA Period").

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1 4. Defendants shall pay Two Thousand Five Hundred Dollars (\$2,500.00) to the PAGA
2 Group minus any setoffs to which Defendants are entitled, in accordance with the terms of the
3 Settlement Agreement. The payment shall be distributed on a pro rata basis to all members of the PAGA
4 Group.

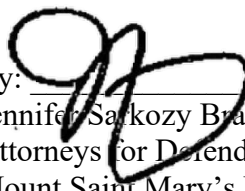
5 Dated: February 17, 2022

SIEBERT · BAUTISTA · MONTOYA

6
7 By: 
8 Nina Montoya
9 Attorneys for Plaintiff Linzi Juliano

10 Dated: February 17, 2022

LAGASSE BRANCH BELL + KINKEAD LLP

11 By: 
12 Jennifer Sarkozy Branch
13 Attorneys for Defendant
14 Mount Saint Mary's University

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8 Facsimile: 323.500.0830

9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 LINZI JULIANO,

14 Plaintiff,
15 vs.

16 Defendants MOUNT ST. MARY'S
17 UNIVERSITY, a California Corporation dba
18 GEENA DAVIS INSTITUTE ON GENDER
19 IN MEDIA dba SEE JANE; CAROLINE
20 HELDMAN, an individual; ELIZABETH
21 KILPATRICK an individual, and DOES 1
22 through 10 inclusive,

23 Defendants.

CASE NO. 21STCV41842

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT AND
DISMISSAL OF THE ACTION**

RESERVATION NO. 007121772025

Date: April 5, 2022
Time: 8:30 a.m.
Dept. No. 72

1 Plaintiff, Linzi Juliano's ("Plaintiff's") Motion for Approval of PAGA Settlement and
2 Dismissal of the Action ("Motion") came before this Court on April 5, 2022. The Motion was
3 supported by a Joint Stipulation of Plaintiff and Defendants Mount St. Mary's University, Geena
4 Davis Institute on Gender in Media dba See Jane, Caroline Heldman, and Elizabeth Kilpatrick
5 ("Defendants") and the supporting declaration of Nina Montoya, counsel for Plaintiff, and other
6 matters of which this Court took notice. Good cause appearing, IT IS HEREBY ORDERED that the
7 Parties' request to approve the settlement of the "PAGA Claims" alleged in Plaintiff's Sixth Cause
8 of Action, is GRANTED subject to the following findings and orders:

9 1. The Court finds that the Parties were able to reasonably evaluate their respective positions
10 and that settlement now will avoid potentially substantial litigation costs, as well as delay and risks if
11 the Parties were to continue to litigate the PAGA Claims.

12 2. The Court approves the terms set forth in the Settlement Agreement and finds that the
13 Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
14 effectuate settlement of the PAGA Claims according to the terms set forth in the Settlement
15 Agreement. The Settlement Agreement, disclosing the terms of the PAGA Settlement, is submitted
16 in support of the Motion as Exhibit A.

17 3. A Stipulation by the parties is submitted in support of the Motion as Exhibit B.

18 4. Defendants shall pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the Labor and
19 Workforce Development Agency ("LWDA") (the "PAGA Payment") in full and complete
20 satisfaction of the PAGA Claims asserted on behalf of the aggrieved employees, which group is
21 defined as those who worked as researchers or directly administered the researchers on behalf of
22 Defendants ("the PAGA Group") during the period of March 1, 2020, until the date of the Court's
23 Approval of Settlement Agreement (the "PAGA Period").

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2 5. Defendants shall pay Two Thousand Five Hundred Dollars (\$2,500.00) to the PAGA Group
3 minus any setoffs to which Defendants are entitled, in accordance with the terms of the Settlement
4 Agreement. The payment shall be distributed on a pro rata basis to all members of the PAGA Group.
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6 **IT IS SO ORDERED.**
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8 Dated: _____
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Hon. Curtis A. Kin
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