

Electronically Received 09/15/2022 02:39 PM

1 Nina Montoya (State Bar No. 237419)  
2 Shannon Seibert (State Bar No. 240317)  
3 Joe Bautista (State Bar No. 255708)  
4 SEIBERT • BAUTISTA • MONTOYA  
5 9255 Sunset Blvd., Suite 1100  
6 West Hollywood, California 90069  
7 Telephone: 323.500.0821  
8 Facsimile: 323.500.0830

9 Attorneys for Plaintiff

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

12 LINZI JULIANO,

13 Plaintiff,

14 vs.

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

22 Defendants.

CASE NO. 21STCV41842

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

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

**FILED**  
Superior Court of California  
County of Los Angeles  
**09/26/2022**

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Mort Deputy

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 September 8, 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, was  
16 submitted in support of the Motion.

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

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1 4. Defendants shall pay Two Thousand Five Hundred Dollars (\$2,500.00) in equal amounts to  
2 each member of PAGA Group (or one-twenty-eighth each) minus any setoffs to which Defendants  
3 are entitled, in accordance with the terms of the Settlement Agreement.

4 5. The entire action is dismissed with prejudice.

5  
6 **IT IS SO ORDERED.**



*Curtis A. Kin*

7  
8 Dated: 09/26/2022

Curtis A. Kin / Judge

Hon. Curtis A. Kin