

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Pembrick v. Loyal Source Government Services, LLC

Pembrick · No. 3:24-cv-01524-RBM-DEB · Decided August 22, 2025

SUMMARY

The United States District Court for the Southern District of California granted the parties’ joint stipulation to remand a representative PAGA action to the San Diego Superior Court. The court also ordered each party to bear its own attorneys’ fees and costs related to removal and remand.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Ruth Bermudez Montenegro
JURISDICTION	United States District Court for the Southern District of California
DECIDED	August 22, 2025
DOCKET	3:24-cv-01524-RBM-DEB
DISPOSITION	remanded
PROCEDURAL POSTURE	Defendant removed a representative California Private Attorneys General Act action from state court. After the parties entered into a settlement and jointly stipulated to remand, the district court granted the joint motion and remanded the action.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

- civil procedure
- subject matter jurisdiction
- arbitration
- employment law

PRACTICE AREAS

- civil procedure
- employment law

QUESTIONS PRESENTED

1. Whether the parties' joint stipulation and request for remand should be granted after settlement of the removed action.

FACTUAL BACKGROUND

Monique Pembrick brought a representative action seeking civil penalties under California's Private Attorneys General Act on behalf of herself and similarly situated individuals. Loyal Source Government Services, LLC removed the action to federal court, where the parties subsequently reached a settlement and jointly requested remand.

PROCEDURAL HISTORY

Plaintiff filed a PAGA representative action in the San Diego Superior Court on July 22, 2024. Defendant removed the action on August 27, 2024, and later moved to compel arbitration; the court denied that motion on July 28, 2025. Following settlement, the parties jointly requested remand, which the court granted.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The action is remanded to the Superior Court of the State of California, County of San Diego. Each party shall bear its own attorneys' fees and costs relating to removal and remand.

CASES CITED

- Crowder v. Sprouts Farmers Mkt., LLC, No. 23-CV-00140-H-JLB, 2023 WL 2258324, at *1 (S.D. Cal. Feb. 27, 2023)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 SOUTHERN DISTRICT OF CALIFORNIA 10 11 MONIQUE PEMBRICK, on behalf of Case No.: 3:24-cv-01524-RBM-DEB herself and all others similarly situated, 12 ORDER GRANTING JOINT 13 Plaintiff, STIPULATION TO REMAND REMOVED ACTION 14 v. 15 LOYAL SOURCE GOVERNMENT [Doc. 23] SERVICES, LLC, a Florida Limited 16 Liability Company, et al., 17 Defendants.

18 19 20 On July 22, 2024, Plaintiff Monique Pembrick (“Plaintiff”), on behalf of herself and 21 all others similarly situated, filed a Representative Action Complaint for Civil Penalties 22 Under the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 et seq. 23 (“Complaint”) in the Superior Court of the State of California, County of San Diego (“San 24 Diego Superior Court”).

(Doc. 1-2 [“Compl.”] at 6–17.1) On August 27, 2024, Defendant 25 Loyal Source Government Services, LLC (“Defendant”) filed a Notice of Removal of Civil 26 27 28 1 1] Action with this Court. (Doc. 1.) On January 24, 2025, Defendant filed a Motion to 2 ||Compel Arbitration (Doc. 9), which this Court denied on July 28, 2025 (Doc. 22). 3 The Parties have now filed a Notice of Settlement and Joint Stipulation to Remand 4 ||Removed Action (“Joint Motion”), in which the

Parties' stipulate and agree, "subject to 5 ||the approval of the Court, that: (1) [t]his Action shall be remanded to the [San Diego 6 || Superior Court], where the Action was originally filed[;] (2) [e]ach Party shall bear its own 7 || attorneys' fees and costs with respect to the removal and remand[;] (3) [t]he Parties jointly 8 ||request that the Court issue an order remanding this Action accordingly." (Doc.

23 at 2- 9 ||3.) The Parties explain that "Plaintiff disputes the propriety of Defendant's removal, 10 ||including whether removal under 28 U.S.C. § 1442(a)(1) and the federal enclave doctrine 11 || was proper, and whether this Court has subject matter jurisdiction over the Action[.]" □□□□ 12 || at 2.) 13 Accordingly, the Parties' Joint Motion is GRANTED, and the Court REMANDS 14 || this action to the San Diego Superior Court.

See *Crowder v. Sprouts Farmers Mkt., LLC*, 15 || No. 23-CV-00140-H-JLB, 2023 WL 2258324, at *1 (S.D. Cal. Feb. 27, 2023) (granting 16 || joint motion and remanding action back to the San Diego Superior Court). Each party shall 17 || bear its own attorneys' fees and costs with respect to the removal and remand. 18 IT IS SO ORDERED. 19 Dated: August 22, 2025 Fe Bo Gs?

L > 20 HON. RUTH BERMUDEZ MONTENEGRO 21 UNITED STATES DISTRICT JUDGE 22
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