

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Anthony Gregg et al. v. Monastery Camp et al.

Gregg · No. 23-cv-02760-AMO · Decided June 18, 2025

SUMMARY

The United States District Court for the Northern District of California denies, subject to resubmission, the parties’ joint motion for approval of a settlement of claims under California’s Private Attorneys General Act. The court identifies deficiencies concerning submission to the California Labor and Workforce Development Agency, valuation of the claims, incentive awards, disparities among payments, attorney’s fees, and a clear-sailing provision. The parties may file a renewed motion within 30 days or, if they do not, must file a joint status report within 45 days.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Araceli Martinez-Olguin
JURISDICTION	United States District Court for the Northern District of California
DECIDED	June 18, 2025
DOCKET	23-cv-02760-AMO
DISPOSITION	other
PROCEDURAL POSTURE	The parties jointly moved for court approval of a settlement of claims under California's Private Attorneys General Act.
STANDARD OF REVIEW	The court reviewed the proposed PAGA settlement for fundamental fairness, adequacy, and reasonableness in light of PAGA's policies and purposes.
PRECEDENTIAL VALUE	unpublished

TOPICS

- wage and hour
- employment law
- civil procedure
- remedies

PRACTICE AREAS

- employment law
- wage and hour
- civil procedure
- remedies

QUESTIONS PRESENTED

1. Whether the proposed PAGA settlement satisfied the statutory requirement for court review and approval.
2. What standard should govern approval of the proposed PAGA settlement.
3. Whether the parties' submission adequately demonstrated that the settlement was fundamentally fair, adequate, and reasonable, including with respect to LWDA submission, valuation of the claims, incentive awards, allocation disparities, attorney's fees, and a clear-sailing provision.

HOLDINGS

1. A settlement of claims brought under PAGA must be submitted for court review and approval, and the proposed settlement did not establish that it satisfied the approval requirement.
2. A PAGA settlement must be fundamentally fair, adequate, and reasonable in light of PAGA's policies and purposes.
3. The settlement could not be approved on the present record because the motion failed to provide required or adequate information regarding LWDA submission, the potential value of the claims, incentive awards, disparities in payments, attorney's fees, and the clear-sailing provision.

KEY QUOTATIONS

“An employee bringing a PAGA action does so as the proxy or agent of the state’s labor law enforcement agencies, . . . who are the real parties in interest.” (at 1)

“fundamentally fair, adequate, and reasonable in light of PAGA’s policies and purposes.” (at 2)

“In sum, the parties’ motion for PAGA approval fails to establish that the Settlement of the PAGA claims is fundamentally fair, adequate, and reasonable.” (at 4)

FACTUAL BACKGROUND

The action was brought by former valets who worked at one of the Bohemian Club's camps. The proposed settlement covered California non-exempt valets employed during a PAGA period from April 25, 2022, through November 20, 2024, and provided for a gross, non-reversionary settlement of \$88,500. The proposed allocation included payments and incentive awards to the three named plaintiffs, a \$10,000 PAGA allocation, and \$20,000 in attorney's fees, while the motion did not provide sufficient information concerning the value of the claims, the basis for the incentive awards and fees, or the fairness of the allocation.

PROCEDURAL HISTORY

Former valet employees brought a wage-and-hour PAGA action against the defendants. The parties reached a proposed settlement and jointly moved for approval. The court denied approval without prejudice to resubmission because the motion did not adequately address several statutory and fairness concerns.

DISPOSITION

other

CASES CITED

- Sakkab v. Luxottica Retail N. Am. Inc., 803 F.3d 425, 435 (9th Cir. 2015)
- Haralson v. U.S. Aviation Servs. Corp., 383 F. Supp. 3d 959, 971-72 (N.D. Cal. 2019)
- Jordan v. NCI Grp., Inc., No. EDCV161701JVSSPX, 2018 WL 1409590, at *2 (C.D. Cal. Jan. 5, 2018)
- Flores v. Starwood Hotels & Resorts Worldwide, Inc., 253 F. Supp. 3d 1074, 1075 (C.D. Cal. 2017)
- Ramirez v. Benito Valley Farms, LLC, No. 16-CV-04708-LHK, 2017 WL 3670794, at *3 (N.D. Cal. Aug. 25, 2017)
- O'Connor v. Uber Techs., Inc., 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016)
- Jennings v. Open Door Mktg., LLC, No. 15-CV-04080-KAW, 2018 WL 4773057, at *9 (N.D. Cal. Oct. 3, 2018)
- Bell v. Farmers Ins. Exchange, 115 Cal. App. 4th 715, 726 (2004)
- In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 948 (9th Cir. 2011)