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7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN FRANCISCO DIVISION**

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11 JAMAL WILLIAMS,
12 Plaintiff,
13 v.
14 CITY OF BERKELEY,
15 Defendant.

Case No. 14-cv-01830 NC

**ORDER APPROVING
SETTLEMENT OF FLSA CLAIMS
AND DISMISSING CASE WITH
PREJUDICE**

Re: Dkt. No. 21

16
17 Plaintiff Jamal Williams brought this action against the City of Berkeley alleging
18 claims for disability discrimination, hostile work environment, and retaliation under the
19 Fair Employment and Housing Act (“FEHA”), California Government Code §§ 12940 *et*
20 *seq.*, as well as failure to pay wages and failure to keep payroll records in violation of the
21 Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 207 and 211. *See* Dkt. Nos. 1; 1-1 at 30.
22 The case settled as a result of an early neutral evaluation. *See* Dkt. No. 17. The parties
23 now move jointly for an order approving the settlement of plaintiff’s FLSA claims and
24 dismissing, with prejudice, plaintiff’s claims against defendant. Dkt. No. 21. The Court
25 finds this motion suitable for resolution without oral argument.

26 An employee’s claims under FLSA are nonwaivable and may not be settled without
27 supervision of either the Secretary of Labor or a district court. *Yue Zhou v. Wang’s*
28 *Restaurant*, No. 05-cv-0279 PVT, 2007 WL 2298046, *1 (N.D. Cal. Aug. 8, 2007) (citing

Case No. 14-cv-01830 NC
ORDER APPROVING SETTLEMENT
AND DISMISSING CASE

1 *Barrentine v. Ark.-Best Freight Sys., Inc.*, 450 U.S. 728, 740 (1981); *Lynn’s Food Stores,*
2 *Inc. v. United States*, 679 F.2d 1350, 1352-53 (11th. Cir. 1982)). A district court presented
3 with a proposed settlement of FLSA claims “must determine whether the settlement is a fair
4 and reasonable resolution of a *bona fide* dispute. . . . ‘If a settlement in an employee FLSA
5 suit does reflect a reasonable compromise over issues, such as FLSA coverage or
6 computation of back wages, that are actually in dispute [,] . . . the district court [may]
7 approve the settlement in order to promote the policy of encouraging settlement of
8 litigation.’” *Id.* (quoting *Lynn’s Food Stores*, 679 F.2d at 1355)); *see also McKeen-Chaplin*
9 *v. Franklin Am. Mortg. Co.*, No. 10-cv-5243 SBA, 2012 WL 6629608, *2 (N.D. Cal. Dec.
10 19, 2012).

11 Based on the parties’ motion and supporting declarations, the Court finds that there is
12 a *bona fide* dispute as to whether plaintiff was paid all earned wages, and whether he
13 worked sufficient hours to earn paid time off. Dkt. Nos. 21, 23, 24. Additionally, having
14 reviewed the parties’ settlement agreement and the record in this case, the Court finds that
15 the settlement reflects a fair and reasonable compromise of plaintiff’s FLSA claims. Under
16 the settlement agreement, the City of Berkeley would pay plaintiff a total of \$4,250 in
17 release of all claims against the City, its employees and agents, arising out of or related to
18 plaintiff’s employment with the City, except for plaintiff’s workers’ compensation claim.
19 Dkt. No. 21 at 8. The settlement amount exceeds the potential value of plaintiff’s FLSA
20 claims of \$1,242, as estimated by the parties. Dkt. Nos. 21, 23, 24. While the settlement
21 provides for a broad release of all employment-related claims, the Court finds that the
22 settlement fairly and reasonably resolves plaintiff’s FLSA claims, taking into consideration
23 the relatively small potential value of the FLSA claims, the *bona fide* dispute as to the
24 merits, and the fact that the settlement negotiations in this case occurred at arm’s length
25 with the assistance of a Court-appointed early neutral evaluator.

26 Accordingly, in furtherance of the policy of promoting settlement of litigation, the
27 Court GRANTS the parties’ motion and APPROVES the proposed settlement of plaintiff’s
28 FLSA claims. The case is DISMISSED WITH PREJUDICE. Each side is to bear its own

1 costs and attorneys' fees.

2 IT IS SO ORDERED.

3 Date: January 16, 2015



Nathanael M. Cousins
United States Magistrate Judge

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