

1 William B. Sullivan [CSB No. 171637]

2 helen@sullivanlawgroupapc.com

3 Eric K. Yaeckel [CSB No. 274608]

4 yaeckel@sullivanlawgroupapc.com

5 **SULLIVAN LAW GROUP, APC**

6 2330 Third Avenue

7 San Diego, California 92101

8 (619) 702-6760 * (619) 702-6761 FAX

9
10 Attorneys for Plaintiff JOSUE CAMACHO, Individually and on
11 behalf of other members of the general
12 public similarly situated
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN DIEGO**

16 JOSUE CAMACHO, Individually and on
17 behalf of other members of the general public
18 similarly situated,

19 Plaintiff,

20 v.

21 SIRIUS PROPERTY MANAGEMENT
22 INC., a California Corporation;
23 INSPERITY, INC., a Texas Corporation;
24 INSPERITY PEO SERVICES, LP, a
25 Delaware Limited Partnership; and DOES 1-
26 10, inclusive

27 Defendants
28

CASE NO. 37-2016-00006628-CU-OE-CTL

**DECLARATION OF WILLIAM B.
SULLIVAN IN SUPPORT OF
PLAINTIFF'S *EX PARTE* APPLICATION**

Date: January 17, 2018

Time: 9:00 a.m.

Dept.: C-75

Judge: Hon. Richard E. L. Strauss

1 I, William B. Sullivan, declare as follows:

- 2 1. I am an attorney licensed to practice law before all the courts of the State of California, and am
3 employed with the law firm of SULLIVAN LAW GROUP, APC, attorneys of record for
4 Plaintiff JOSUE CAMACHO in this matter.
- 5 2. I make this declaration in support of Plaintiff's *Ex Parte* Application Seeking an Order
6 Approving the Parties PAGA Settlement. I am personally familiar with the facts set forth in this
7 declaration, and if called to testify could and would do so.
- 8 3. Plaintiff's Complaint, alleges various Labor Code (wage and hour) violations pursuant to the
9 Private Attorney General Act of 2004 ("PAGA"). Specifically, the Complaint alleges *inter alia*,
10 (1) a failure to pay all compensation (including overtime) owed; (2) violations of meal and rest
11 period laws; (3) failure to provide accurate itemized wage statements; (4) failure to reimburse
12 employees for business expenses; and (5) failure to pay all wages due upon termination of
13 employment.
- 14 4. Plaintiff's allegations involve continuing violations of the above "wage and hour" laws pursuant
15 to the California Labor Code. Because the covered period of the settlement goes up through
16 the date "the Court approves this Settlement," an immediate approval benefits the parties by
17 "capping" the violations period and finalizing the pay periods and employees at issue.
18 Moreover, as more time passes it makes it more difficult to locate any ex-employees covered
19 by the settlement.
- 20 5. I have recently spoken with Plaintiff who confirmed he will soon be traveling for an extended
21 period of time. It will be difficult to reach him and the parties do not want his absence to cause
22 any further delays.
- 23 6. Our office provided the LWDA with notice of the proposed settlement on January 11, 2018.
24 Our office also provided the LWDA with notice of the ex parte hearing, concurrent with the
25 filing of this application. We did not receive any response.

7. Opposing Counsel was provided notice of this *ex parte* application by my office on January 11, 2018, and was informed that the purpose of the hearing is to ask the Court to review the stipulation and proposed order. There was no opposition.


William B. Sullivan