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Attorneys for Plaintiff JOSUE CAMACHO, Individually and on
behalf of other members of the general
public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiff,

v.

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

Defendants

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

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S *EX PARTE* APPLICATION
SEEKING ORDER APPROVING
SETTLEMENT OF PLAINTIFF'S PAGA
REPRESENTATIVE CLAIMS**

Date: January 17, 2018

Time: 9:00 a.m.

Dept.: C-75

Judge: Hon. Richard E. L. Strauss

1 **I. APPLICATION**

2 The parties recently reached and finalized the terms of a settlement. On January 11, 2018,
3 Plaintiff JOSUE CAMACHO and Defendants INSPERITY, INC.; and INSPERITY PEO SERVICES,
4 LP (“Insperity”) have filed a joint stipulation and proposed order that would resolve the claims in this
5 case in their entirety. (The Joint Stipulation and [Proposed] Order is re-submitted as Exhibit A.)

6 Because part of the settlement includes an allocation of PAGA penalties, the parties seek the
7 Court’s approval of the Settlement Agreement in accordance with Labor Code Section 2699(1)(2),

8 The attached joint stipulation (previously submitted to the Court) fully details all terms of
9 settlement. To summarize, the Parties have agreed that a civil penalty amount of Two Thousand Seven
10 Hundred Dollars (\$2,700.00) (“PAGA Penalties Payment”) of the Settlement Payment shall be paid by
11 Defendants under California Labor Code § 2698 *et seq.* of the PAGA. Pursuant to Labor Code Section
12 2699(i), civil penalties recovered by aggrieved employees shall be distributed in the amount of seventy-
13 five percent (75%) to the State of California Labor and Workforce Development Agency (“LWDA”)
14 and twenty-five percent (25%) to the aggrieved employees.

15 Thus, 75% of the PAGA Penalties Payment (\$2,025.00) shall be sent by Defendants directly
16 to the LWDA and the remaining 25% (\$675.00) shall be distributed evenly (\$75.00 each) to the 9 other
17 nonexempt employees who are the PAGA Members. For purposes of the Settlement Agreement and
18 this Stipulation, the term “PAGA Members” is defined as all nonexempt employees who were employed
19 by Defendants within the one year limitations period of February 26, 2015 through to the date the Court
20 approves this Settlement. (Ex. A at ¶ 8.)

21 **Ex Parte Relief is Warranted**

22 Plaintiff’s allegations involve continuing violations of “wage and hour” laws pursuant to the
23 California Labor Code. Because the covered period of the settlement goes up through the date “the
24 Court approves this Settlement,” an immediate approval benefits the parties by “capping” the violations
25 period and finalizing the pay periods and employees at issue. Moreover, as more time passes it makes
26 it more difficult to locate any ex-employees covered by the settlement. (See Sullivan declaration.)

27 Additionally, Plaintiff will soon be traveling for an extended period of time. It will be difficult
28

1 to reach him and the parties do not want his absence to cause any further delays. (See Sullivan
2 declaration.)

3 The parties jointly request approval of the Settlement as set forth in the Joint Stipulation.

4 The LWDA has previously been provided with notice of this settlement and did not object. The
5 LWDA was also notified of this hearing. (See Sullivan declaration.)

6
7
8 Dated: January 16, 2018

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