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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

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PARTIES JOINT
STIPULATION & [PROPOSED] ORDER
TO DISMISS PLAINTIFF'S PAGA
REPRESENTATIVE CLAIMS**

Dept: C-75

Judge: Hon. Richard E.L. Strauss

Complaint Filed: February 26, 2016

Amended Complaint: March 28, 2016

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2 I, Eric K. Yaeckel, declare as follows:

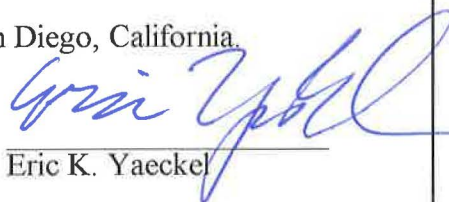
- 3 1. I am an attorney licensed to practice law before all the courts of the State of California, and am
4 employed with the law firm of SULLIVAN LAW GROUP, APC, attorneys of record for
5 JOSUE CAMACHO, in a Representative Capacity, and on behalf of other members of the
6 general public similarly situated, in this matter.
- 7 2. I make this declaration in support of Plaintiff's and Defendant's Joint Stipulation & [Proposed]
8 Order To Dismiss Plaintiff's Individual and PAGA Representative Claims. I am personally
9 familiar with the facts set forth in this declaration, and if called to testify could and would do
10 so.
- 11 3. This matter is a proposed wage and hour Individual and PAGA Representative Action involving
12 non-exempt employees of SIRIUS MANAGEMENT, INC; INSPERITY, INC.; INSPERITY
13 PEO SERVICES, LP. Collectively these entities will be referred to as SIRIUS.
- 14 4. On February 26, 2016, our office filed Plaintiff CAMACHO's Complaint against SIRIUS The
15 original Complaint alleged six claims, all under California's Private Attorneys General Act
16 ("PAGA") pursuant to Labor Code section 2698 et seq.: (1) Meal and rest period violations;
17 (2) Minimum wage violations; (3) Overtime violations; (4) Wage statement violations; (5)
18 Failure to reimburse business expense and improper deduction of those expenses; and (6)
19 Failure to pay wages upon separation. Plaintiff's PAGA claims were based on alleged violations
20 of Labor Code §§ 203, 226, 226.7, 450, 510, 512, 1194, 1197 and the IWC Wage Orders.
- 21 5. Negotiations continued and by December 13, 2018 the parties were able to fully memorialize
22 and execute a Confidential Settlement Agreement (the "Agreement"), which contains all of the
23 parties' agreed upon terms. While the Settlement is confidential, the parties have agreed to
24 disclose all of the material terms in the accompanying stipulation.
- 25 6. Defendants have verified there are only 9 other PAGA Members (aside from Plaintiff) who
26 worked during the Covered Period and are impacted by this settlement.
- 27 7. The Parties have agreed that a civil penalty amount of Two Thousand Seven Hundred Dollars
28 (\$2,700.00) ("PAGA Penalties Payment") of the Settlement Payment shall be paid by

1 Defendants under California Labor Code § 2698 et seq. of the PAGA. Pursuant to Labor Code
2 Section 2699(i), civil penalties recovered by aggrieved employees shall be distributed in the
3 amount of seventy-five percent (75%) to the State of California Labor and Workforce
4 Development Agency ("LWDA") and twenty-five percent (25%) to the aggrieved employees.
5 Thus, 75% of the PAGA Penalties Payment (\$2,025.00) shall be sent by Defendants directly
6 to the LWDA and the remaining 25% (\$675.00) shall be distributed evenly (\$75.00 each) by
7 Defendants directly to the 9 other nonexempt employees who are the PAGA Members.

8 8. Counsel for both parties agree that the allocation of PAGA penalties is fair and reasonable,
9 especially where Defendants have also taken steps to fix the challenged policies and practices
10 and as the Insperity Defendants continue to deny that they are "employers" for purposes of any
11 of the claims alleged in the Complaint.

12 9. The LWDA was notified of this settlement (via the online filing system) concurrent with the
13 filing of the stipulation and proposed order.
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16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed this 11th day of January, 2018, at San Diego, California.

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19 Eric K. Yaeckel
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