

1 MATTHEW C. HELLAND (SBN 250451)
2 *helland@nka.com*

3 NICHOLS KASTER, LLP
4 235 Montgomery Street, Suite 810
5 San Francisco, CA 94104
6 Telephone: (415) 277-7235
7 Facsimile: (415) 277-7238

8 PETER RUKIN (SBN 178336)
9 *prukin@rukinhyland.com*
10 RUKIN HYLAND & RIGGIN LLP
11 1939 Harrison Street, Suite 290
12 Oakland, CA 94612
13 Telephone: (415) 421-1800
14 Facsimile: (415) 421-1700

15 ALEXANDER HOOD (*pro hac vice* to be filed)
16 *alex@towardsjustice.org*
17 TOWARDS JUSTICE
18 1410 High Street, Suite 300
19 Denver, CO 80218
20 Telephone: (720) 239-2606

21 Attorneys for Plaintiff,
22 Alejandro Padron

23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ALEJANDRO PADRON, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

GREATAUPAIR, LLC, a Delaware
Company,

Defendant.

ENDORSED FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

SEP 29 2020

CLERK OF THE COURT
BY: ANGELICA SUNGA
Deputy Clerk

CASE NO.: **CGC-20-587057**

(UNLIMITED CIVIL CASE)

REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL PENALTIES
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE §2698, *et seq.*)

DEMAND FOR JURY TRIAL

FAXED

1 Plaintiff Alejandro Padron complains against GreatAuPair, LLC (“Defendant”) as
2 follows:

3 **INTRODUCTION**

4 1. Plaintiff Alejandro Padron brings this action under the California Labor Code
5 Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”). Through this action,
6 Plaintiff Padron seeks to recover civil penalties on behalf of himself and other current and former
7 au pairs for Defendant’s violations of Cal. Labor Code §§ 201, 203-204, 221, 224, 226, 226.7,
8 510, 1174, 1194, 1194.2, 1194.5, the Industrial Welfare Commission Minimum Wage Order, and
9 Industrial Welfare Commission Wage Order 15.

10 2. Defendant recruits, trains, and employs in-home childcare workers who work in
11 the United States on J-1 au pair visas. According to the United States Department of State,
12 approximately 2800 J1 visa au pairs work in California each year. A significant portion of these
13 California au pairs are recruited, trained, placed, and employed by Defendant. Defendant is an
14 “employer” pursuant to Section 18 of the Labor Code and “employs” au pairs within the
15 meaning of the Wage Order.

16 3. Defendant’s pay practices violated numerous provisions of Wage Order 15, the
17 Minimum Wage Order, and the Labor Code. Defendant: (1) failed to pay minimum wage (Cal.
18 Labor Code §§ 1194, 1194.2, and 1194.5; Minimum Wage Order); (2) failed to provide meal
19 periods (Cal. Labor Code § 512); (3) failed to timely pay all wages owed (Cal. Labor Code §
20 204); (4) failed to pay wages upon termination (Cal. Labor Code §§ 201 and 203); (5) made
21 illegal deductions from wages or took illegal credits against minimum wage, including for
22 housing and meals (Cal. Labor Code §§ 221 and 224; Wage Order 15); (6) failed to maintain
23 records showing hours worked, breaks taken, and value of room and board provided (Cal. Labor
24 Code §§ 226, 226.17, 512 and 1174; Wage Order 15); and (7) failed to provide lawful wage
25 statements (Cal. Labor Code § 226; Wage Order 15).

26 4. Plaintiff challenges Defendant’s pay practices and seeks civil penalties for
27 Defendant’s violations of the California Labor Code, Minimum Wage Order and the Industrial
28 Welfare Commission Wage Order.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5. Plaintiff Alejandro Padron resides in the City and County of San Francisco, California. He has worked for Defendant as an au pair in California since October 2019

6. Defendant GreatAuPair, LLC is a Delaware company doing business in Texas. Its principal place of business is in Texas.

6

7. This Court has jurisdiction over all causes of action asserted herein pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts.

8. Plaintiff seeks damages exceeding the jurisdictional minimum of this Court.

9. Venue in the County of San Francisco is proper under California Code of Civil Procedure section 395.5 because the unlawful conduct at issue in this case occurred in the County of San Francisco. In addition, Defendant conducted and continues to conduct substantial business in this County and its liability arose, in part, in this County.

5

10. Defendant recruits, train, and employs in-home childcare workers who work in the United States on J-1 au pair visas. According to the United States Department of State, approximately 2800 J1 visa au pairs work in California each year. A significant portion of these California au pairs are recruited, trained, placed, and employed by Defendant.

11. Defendant employs au pairs in the United States, including Mr. Padron, by, other things, training au pairs; communicating with au pairs regarding their maximum hours, the performance of their job duties, and other terms and conditions of their employment; and maintaining the right to terminate or reassign au pairs.

12. Plaintiff signed an Au Pair Agreement with Defendant, which is attached hereto as Exhibit A. That agreement provides Defendant will evaluate Plaintiff for participation in the program and will also train Plaintiff to work as an au pair.

13. The agreement further provides that GreatAuPair will “represent Au Pair to host s . . . and provide reasonable support during the program term.” (Ex. A, p. 1.)

1 14. The agreement demonstrates the high level of supervision Defendant exercises
2 over Plaintiff and other au pairs. It requires au pairs “agree to GreatAuPair’s rules,” maintain
3 monthly contact with a Local Childcare Coordinator, and “abide by any reasonable instructions
4 they may give.” (Ex. A, p. 3.) Further, Plaintiff and other au pairs must abide by additional
5 reasonable terms and conditions decided upon by Defendant, and immediately notify Defendant
6 with any concerns or problems. (Ex A, p. 4.)

7 15. Defendant also determines whether an au pair’s employment will be terminated or
8 continue. An au pair’s ability to rematch with a new host family is at Defendant’s sole discretion.
9 (Ex A., p. 6.) Defendant evaluates an au pair’s skills and professional conduct in deciding
10 whether to allow an au pair to rematch with a new family. (Ex A., p. 6.) Defendant also has the
11 power to remove an au pair from the host family’s home if it “deems it necessary,” and can
12 terminate the au pair from the program if it finds their participation unsatisfactory. (Ex A, pp. 6-
13 7.)

14 16. Any decision regarding an au pair’s status in the program is made “at the sole
15 discretion of GreatAuPair.” (Ex A, p. 7.).

16 17. Defendant also controls the terms and conditions of au pair’s employment through
17 its handbook, attached as Exhibit B.

18 18. The handbook details Defendant’s extensive role in the hiring process, including
19 meeting with the au pairs for in-person interviews to determine if it will accept the au pair into
20 the program. Defendant also controls how au pairs interact with potential host families, requiring
21 them to set up an account and message families through that account. Defendant requires au pairs
22 “keep [the] au pair services team updated” throughout the matching process, and requires the
23 host family confirm the match with Defendant. (Ex. B, p. 13.)

24 19. The handbook also dictates that au pairs should contact Defendant with any
25 disputes or grievances, providing the contact information of a Local Childcare Coordinator,
26 GreatAuPair Regional Manager, and GreatAuPair emergency line. (Ex B., p. 23.)

27 20. The handbook further provides detailed instructions as to au pair’s
28 responsibilities, including, among other things, engaging with the children, preparing meals,

1 doing the children's laundry, making the children's beds, vacuuming and cleaning the children's
2 playroom. (Ex B, p. 12.) Defendant further dictates the tasks an au pair should not perform,
3 including cooking for the entire family, cleaning the entire house, and doing the host parents'
4 laundry. (Ex B, p. 12.)

5 21. Defendant partners with a company called HomePay to advise families on
6 calculating the weekly stipend to be paid to au pairs. Through that relationship, HomePay assigns
7 host families a "dedicated HomePay expert" to support host families regarding employer
8 compliance and au pair pay.

9 22. Defendant instructs host families to pay a weekly "stipend," it describes, to both
10 host families and au pairs, as a weekly payment of \$195.75. On top of this systemic illegal
11 underpayment, Defendant (1) fails to provide meal periods after five hours of work; (2) takes
12 deductions or minimum wage credits—including for meals and housing—that are contrary to
13 California law; (3) fails to keep records of time worked, breaks taken, or meal and housing
14 credits taken against minimum wage as required by California law; (4) fails to compensate au
15 pairs at all for training time; and (5) fails to provide wage statements with required information
16 about pay, deductions, and withholding.

17 23. Mr. Padron was one of Defendant's au pairs in California, where he has worked
18 since October 2019. The au pair agreement he signed with Defendant dictated that he would
19 receive a weekly stipend of \$195.75. He actually received \$205 per week for his work. He
20 regularly worked continuously for over six hours in a day without being fully relieved of duty for
21 a meal period. He regularly worked between 38 and 42 hours per week, sometimes working up to
22 45 hours in a week. Mr. Padron has worked 10-hour days with no meal period and without the
23 payment of overtime. After the coronavirus pandemic began in Spring 2020, Mr. Padron's work
24 hours increased. During the pandemic Mr. Padron regularly worked continuously for over eight
25 hours in a day without being fully relieved of duty for a meal period. He regularly worked 40 to
26 45 hours per week or more. Mr. Padron's agreement with Defendant provides that he may work
27 up to 10 hours per day. It does not provide for payment of overtime.

28 24. Mr. Padron and other au pairs did not enter into any agreement to credit meals or

1 lodging against Defendant's minimum wage obligations, as required by Wage Order No. 15. As
2 such, the \$200.00 stipend fell far below the minimum wage for the hours Mr. Padron worked. To
3 the extent Defendant seeks credit for the value of any room or board without Mr. Padron's
4 agreement such credit would be an unlawful repayment of wages to the employer and/or an
5 unlawful deduction from wages.

6 25. Although Mr. Padron and other au pairs were able to eat a meal while they were
7 working, they remained on duty during those meals. Accordingly, Mr. Padron and other au pairs
8 often worked work periods of five or more hours without being relieved from duty for a meal
9 period.

10 26. Upon information and belief, Defendant did not maintain any records of hours
11 worked, breaks taken, or the value of room and board provided for Mr. Padron and other au
12 pairs. Defendant did not provide Mr. Padron and other au pairs with any wage statements
13 whatsoever, much less a wage statement itemizing wages earned, hours worked, rates of pay, the
14 name and address of the employer, deductions taken, net wages earned, the inclusive dates of the
15 period, or the name of the employee.

16 27. Accordingly, Mr. Padron and other au pairs suffered from the systematic
17 violations described above. Defendant's pay practices violate numerous provisions of Wage
18 Order 15, the Minimum Wage Order and the Labor Code. Defendant has:

- 19 1) Failed to pay minimum wage.
- 20 2) Failed to pay overtime pay.
- 21 3) Failed to provide meal periods.
- 22 4) Failed to timely pay all wages owed.
- 23 5) Made illegal deductions from wages, or took illegal credits against minimum
24 wage, including for housing and meals.
- 25 6) Failed to maintain records showing hours worked, breaks taken, and value of
26 room and board provided.
- 27 7) Failed to provide lawful wage statements.

28 28. Plaintiff alleges that these violations are ongoing and continuing and that they

1 affected and continue to affect current and former au pairs who work or have worked for
2 Defendant in California.

3 **CLAIM FOR RELIEF**

4 **CIVIL PENALTIES UNDER LABOR CODE PRIVATE ATTORNEY GENERAL ACT**
5 **(PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §2698, *ET SEQ.*)**
6 **(REPRESENTATIVE ACTION)**

7 29. The allegations of each of the preceding paragraphs are re-alleged and
8 incorporated herein by reference, and Plaintiff alleges as follows a claim of relief on behalf of
9 himself and all other similarly situated, as described below.

10 30. Plaintiff, as an aggrieved au pair/employee, brings this claim under California
11 Labor Code §§ 2698–2699 in a representative capacity on behalf of current and former au pair
12 of Defendant subjected to the unlawful wage and hour practices alleged herein.

13 31. The California Labor Code Private Attorneys General Act of 2004 (“PAGA”),
14 California Labor Code § 2698 et seq., grants California employees the right to bring a civil
15 action for the violation of any provision of the Labor Code on behalf of themselves and other
16 current or former employees in order to recover civil penalties. PAGA is intended to assist in the
17 achievement of maximum compliance with state labor laws by empowering aggrieved
18 employees to act as private attorneys general in order to recover civil penalties for Labor Code
19 violations that would otherwise be prosecuted by the state. *See Arias v. Super. Ct.* (2009) 46 Cal.
20 4th 969, 980.

21 32. PAGA permits an aggrieved employee to collect the civil penalty authorized by
22 law and normally collectible by the California Labor and Workforce Development Agency. To
23 address violations for which no penalty has been established, § 2699(f) creates a private right of
24 action for aggrieved employees and a default penalty in the amount of \$100 for each aggrieved
25 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay
26 period for each subsequent violation. *See Cal. Lab. Code § 2699(f)*. Plaintiff hereby seeks to
27 collect these civil penalties for Defendant’s Labor Code violations, as described below.

28 **Failure to Pay Minimum Wages**

33. The IWC Wage Orders, California Labor Code §§ 1194 and 11974, and the San

1 Francisco Minimum Wage Ordinance require employers to pay employees at least minimum
2 wage for all hours worked.

3 34. IWC Wage Order No. 15, § 4(A) provides that “Every employer shall pay to each
4 employee wages not less than the following: (1) Any employer who employs 26 or more
5 employees shall pay to each employee wages not less than the following: (a) Ten dollars and
6 fifty cents (\$10.50) per hour for all hours worked, effective January 1, 2017; (b) Eleven dollars
7 (\$11.00) per hour for all hours worked, effective January 1, 2018; (c) Twelve dollars (\$12.00)
8 per hour for all hours worked, effective January 1, 2019; and Thirteen dollars (\$13.00) per hour
9 for all hours worked, effective January 1, 2020.

10 35. The San Francisco Minimum Wage Ordinance, San Francisco Administrative
11 Code, Chapter 12R.4, provides in relevant part that “(a) Employers shall pay Employees no less
12 than the Minimum Wage for each hour worked within the geographic boundaries of the City. (1)
13 Except as provided in subsection 12R.4(b), the Minimum Wage paid to Employees shall be as
14 follows: (A) Beginning on May 1, 2015, the Minimum Wage shall be an hourly rate of \$12.25.
15 (B) Beginning on July 1, 2016, the Minimum Wage shall be an hourly rate of \$13.00. (C)
16 Beginning on July 1, 2017, the Minimum Wage shall be an hourly rate of \$14.00. (D) Beginning
17 on July 1, 2018, the Minimum Wage shall be an hourly rate of \$15.00. (E) Beginning on July 1,
18 2019, and each year thereafter, the Minimum Wage shall increase by an amount corresponding to
19 the prior year's increase, if any, in the Consumer Price Index for urban wage earners and clerical
20 workers for the San Francisco-Oakland-San Jose, CA metropolitan statistical area, as determined
21 by the Controller.” The San Francisco Minimum Wage beginning on July 1, 2019 was \$15.59.

22 36. Labor Code § 1197.1 provides in relevant part that: (a) Any employer or other
23 person acting either individually or as an officer, agent, or employee of another person, who pays
24 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state
25 or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of
26 wages, liquidated damages payable to the employee, and any applicable penalties imposed
27 pursuant to Section 203 as follows:
28

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

37. Defendant paid and caused Plaintiff and other au pairs to be paid less than less than the Minimum Wage for each hour worked.

38. Under California Labor Code § 1197.1, Plaintiff seeks to recover a civil penalty of one hundred dollars (\$100) for Plaintiff and each underpaid employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for Plaintiff and each underpaid employee for each subsequent violation.

Timely Pay Violations

39. Labor Code § 201 provides in relevant part that an employer is required to pay an employee who is terminated all accrued wages and compensation at the time of termination.

40. Labor Code § 202 provides in relevant part that an employer is required to pay an employee who quits employment all accrued wages not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

41. Labor Code § 203 provides in relevant part that if an employer willfully fails to pay compensation promptly upon discharge, as required by § 201, then the employer is liable for waiting time penalties equivalent to the equivalent to the employee's daily wage, for a maximum of 30 days.

42. Labor Code § 204(a) provides as follows: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the

1 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
2 month shall be paid for between the 16th and the 26th day of the month during which the labor
3 was performed, and labor performed between the 16th and the last day, inclusive, of any calendar
4 month, shall be paid for between the 1st and 10th day of the following month. However, salaries
5 of executive, administrative, and professional employees of employers covered by the Fair Labor
6 Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as
7 amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as
8 that part now reads or may be amended to read at any time hereafter, may be paid once a month
9 on or before the 26th day of the month during which the labor was performed if the entire
10 month's salaries, including the unearned portion between the date of payment and the last day of
11 the month, are paid at that time."

12 43. Labor Code § 204(b)(1) provides as follows: Notwithstanding any other provision
13 of this section, all wages earned for labor in excess of the normal work period shall be paid no
14 later than the payday for the next regular payroll period.

15 44. Labor Code § 210(a) provides: "In addition to, and entirely independent and apart
16 from, any other penalty provided in this article, every person who fails to pay the wages of each
17 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
18 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars
19 (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or
20 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
21 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the
22 employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil
23 penalty through the issuance of a citation or pursuant to Section 98.3. The procedures for issuing,
24 contesting, and enforcing judgments for citations issued by the Labor Commissioner under this
25 section shall be the same as those set forth in subdivisions (b) through (k), inclusive, of Section
26 1197.1.

27 45. Labor Code § 2699(f) provides: For all provisions of this code except those for
28 which a civil penalty is specifically provided, there is established a civil penalty for a violation of

1 these provisions, as follows: (1) If, at the time of the alleged violation, the person does not
2 employ one or more employees, the civil penalty is five hundred dollars (\$500). (2) If, at the
3 time of the alleged violation, the person employs one or more employees, the civil penalty is one
4 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
5 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
6 violation.

7 46. The weekly stipend Plaintiff and other au pairs received failed to compensate
8 them at least the minimum wage for all hours worked. Accordingly, Defendant failed to timely
9 pay Plaintiff and other aggrieved employees their wages due within the intervals required by
10 Labor Code Section 204.

11 47. Upon resignation or termination, employees were not paid all wages due within
12 the statutory time period. Defendant willfully failed and refused to pay timely compensation and
13 wages for, among other things, unpaid minimum, regular, and overtime wages.

14 48. Under California Labor Code §§ 210 and 2699, Plaintiff seeks to recover a civil
15 penalty of one hundred dollars (\$100) for Plaintiff and each underpaid employee for the initial
16 violation, and two hundred dollars (\$200) for Plaintiff and each underpaid employee for each
17 subsequent violation, for every pay period in which late payment occurred.

18 49. Under California Labor Code § 2699(f)(2), Plaintiff seeks a civil penalty of one
19 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of
20 Labor Code §§ 201 and 203 for Defendant's failure to pay earned wages upon discharge, and
21 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
22 violation of Labor Code §§ 201 and 203.

23 **Unlawful Deductions and Credits**

24 50. Labor Code § 221 makes it unlawful for an employer to collect or receive from an
25 employee any part of wages paid to the employee.

26 51. Labor Code § 224 prohibits any deduction from an employee's wages which is
27 not either authorized by the employee in writing or permitted by law.

28 52. IWC Wage Order No. 15, § 10(C), provides, in relevant part, that "Meals or

lodging may not be credited against the minimum wage without a voluntary written agreement between the employer and the employee.”

53. Defendant had no voluntary written agreement with Plaintiff or other au pairs to credit meals and housing against Defendant’s minimum wage obligations.

54. Defendant’s policy and practice of taking a credit against minimum wage obligations for housing and meals violates Section 221, 224, and IWC Wage Order No. 15.

55. Labor Code § 225.5 provides that, “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and attorneys thereof may proceed and act for and on behalf of the people in bringing the action. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund.”

56. Similarly, Labor Code § 2699(f)(2) provides for a civil penalty of one hundred dollars (\$100) for Plaintiff and each aggrieved employee per pay period for the initial violation of Labor Code §§ 221 and 224.

57. Accordingly, Plaintiff seeks to recover civil penalties as set forth above for Defendant’s violations of Labor Code §§ 221 and 224.

Failure to Provide Meal Breaks

58. Cal. Labor Code § 512 provides, in pertinent part, as follows: An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes,” and “[a]n employer may not employ

1 an employee for a work period of more than 10 hours per day without providing the employee
2 with a second meal period of not less than 30 minutes.”

3 59. Cal. Labor Code § 226.7 states in part, “An employer shall not require an
4 employee to work during any meal or rest or recovery period mandated pursuant to an applicable
5 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

6 60. Defendant failed to provide Plaintiff and other au pairs with bona fide meal
7 breaks when they were completely relieved from duty, because Plaintiff and other au pairs
8 remained responsible for the care of the children while they ate their meals.

9 61. By failing to provide Plaintiff and other au pairs with these meal periods,
10 Defendant violated California Labor Code §§ 512 and 226.7.

11 62. Under California Labor Code §2699(f)(2), Plaintiff seeks to recover a civil
12 penalty of one hundred dollars (\$100) for Plaintiff and each aggrieved employee per pay period
13 for the initial violation of Labor Code §§ 226.7 and 512 for failing to provide meal periods, and
14 two hundred dollars (\$200) for Plaintiff and each aggrieved employee per pay period for each
15 subsequent violation of Labor Code §§ 226.7 and 512 for failing to provide meal periods.

16 **Wage Statement Violations**

17 63. Pursuant to Labor Code § 226(a) and Wage Order No. 15, § 7, Defendant is
18 required to provide—semimonthly or at the time of each payment of wages—itemized written
19 statements containing all information described in § 226 and IWC Wage Order No. 15,
20 including, but not limited to, the total hours worked by the employee.

21 64. Defendant failed to comply with the Labor Code by knowingly and intentionally
22 failing to provide Plaintiff and aggrieved employees with accurate written statements showing
23 their actual and total hours worked.

24 65. Under California Labor Code § 226.3 which provides for civil penalties for
25 violations of California Labor Code § 226(a), Plaintiff seeks a civil penalty of two hundred fifty
26 dollars (\$250) for Plaintiff and each aggrieved employee per violation for the initial violation,
27 and one thousand dollars (\$1,000) for Plaintiff and each aggrieved employee per violation for
28 each subsequent violation of Labor Code § 226(a) for failure to provide timely, accurate,

1 itemized wage statements.

2 **Recordkeeping Violations**

3 66. Pursuant to Wage Order No. 15, § 7, Defendant is required to keep accurate
4 information with respect to each employee, including the following: the total hours worked by
5 the employee, meal periods, total wages paid each payroll period, including value of board,
6 lodging, or other compensation actually furnished to the employee.

7 67. Labor Code § 1174.5 provides that “Any person employing labor who willfully
8 fails to maintain the records required by subdivision (c) of Section 1174 or accurate and
9 complete records required by subdivision (d) of Section 1174, or to allow any member of the
10 commission or employees of the division to inspect records pursuant to subdivision (b) of
11 Section 1174 , shall be subject to a civil penalty of five hundred dollars (\$500).

12 68. Defendant failed to comply with the Labor Code by knowingly and intentionally
13 failing to provide Plaintiff and other au pairs with accurate written statements showing their
14 actual and total hours worked, breaks taken, and value of room and board provided. In fact,
15 Defendant neither maintains records of the hours worked by its workers, nor does it remit any
16 semimonthly, itemized statement of hours worked and wages earned. Plaintiff seeks a civil
17 penalty of \$500 for this violation.

18 **Attorneys’ Fees**

19 69. California Labor Code § 2699(g) further provides that any employee who prevails
20 in an action for civil penalties is entitled to an award of reasonable attorneys’ fees and costs.
21 Plaintiff hereby seeks to recover his attorneys’ fees and costs under this fee and cost shifting
22 statute.

23 **Exhaustion**

24 70. On July 24, 2020, pursuant to California Labor Code § 2699.3, Plaintiff sent
25 notice by certified mail to the Labor and Workforce Development Agency (LWDA) and
26 Defendant of the specific provisions of the Labor Code that have been violated, including the
27 facts and theories to support the violations. The LWDA received this notice on the same day,
28 July 24, 2020. *See* Letter from Nichols Kaster, LLP to the LWDA and Defendant attached hereto

as Exhibit C. The sixty-five-day time limit for the agency to respond has expired, such that Plaintiff has exhausted his administrative remedies.

PRAYER FOR RELIEF

Based on the above allegations, Plaintiff respectfully requests entry of judgment on behalf of himself and other current and former employees against Defendant, as follows:

1. For civil penalties under Labor Code § 2699 in an amount according to proof;
2. For prejudgment interest and post-judgment interest as allowed by law;
3. For attorneys' fees and costs, as authorized under Labor Code § 2699(g)(1);
4. For such other and further relief as this Court deems just and proper.

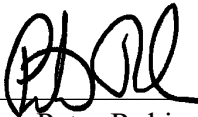
DEMAND FOR JURY TRIAL

Plaintiffs demands a trial by jury.

Dated: September 29, 2020

RUKIN HYLAND & RIGGIN LLP

By: _____


Peter Rukin

PETER RUKIN
RUKIN HYLAND & RIGGIN LLP
1939 Harrison Street, Suite 290
Oakland, CA 94612

MATTHEW C. HELLAND
NICHOLS KASTER, LLP
235 Montgomery Street, Suite 810
San Francisco, CA 94104

ALEXANDER HOOD
TOWARDS JUSTICE
1410 High Street, Suite 300
Denver, CO 80218

Attorneys for Plaintiff

EXHIBIT A

Instructions

As a participant in a United States Department of State Exchange Visitor Program, you must agree to and abide by the program regulations, the rules of your sponsor, GreatAuPair, and the state and federal laws of the United States. Please carefully review the terms of this Agreement, then sign and date this Agreement via our secure electronic signature service to be sure it is automatically attached to your GreatAuPair online account.

Au Pair Agreement

The following agreement ("Agreement") is entered into between GreatAuPair, LLC, a Delaware limited liability company ("GreatAuPair") and (first and last name of au pair) Alejandro Padron ("Au Pair", "I", "me" and "my") and outlines a minimum standard of participation and conduct for the Au Pair Program ("Program"). In exchange for program fees paid by Au Pair, GreatAuPair agrees to evaluate Au Pair for participation in the Program; represent Au Pair to prospective host families; provide training; travel arrangements and to provide reasonable support during the Program term. My electronic signature confirms that I have carefully reviewed the Agreement and that I understand and agree to the terms and conditions herein.

As an Au Pair, I understand and agree to participate in the Program and by entering this Agreement, I choose GreatAuPair as my sponsoring agency to provide the aforementioned services for the duration of my Program. I understand and agree that no employer-employee relationship exists between GreatAuPair, and me and that my chosen host family will be my employer during my Program term.

I understand and agree that Program regulations issued by the United States Department of State (22 CFR 62.31) ("Regulations") and GreatAuPair information, guidelines, brochures and handbooks are deemed incorporated in this Agreement. I acknowledge receipt of a copy of the Regulations as they apply to me. I understand that if there is any confusion between this Agreement and the terms of any other contracts, agreements, or GreatAuPair materials of any kind, the terms of this Agreement shall prevail.

I understand and agree that I will not seek to change my visa status during the 12-month cultural exchange program nor will I marry (should I choose to do so) until after completing the Program. I understand and agree that failure to comply with these terms and conditions may result in my removal from the Program. I understand and agree that removal from the Program necessitates my immediate departure from the U.S. back to my home country and failure to do so may result in legal action.

Qualifications, Placement and Arrival

1. I understand that the Program is a minimum twelve (12) month long J-1 Visa cultural exchange childcare program in the USA.
2. I understand that I must speak conversational English.
3. I confirm that I comply with all the requirements for the Program including, but not limited to: that I have never been charged with or convicted of a criminal offense; I have successfully completed my secondary education and I am in good health. I confirm that the information I have given in my au pair application is accurate; all qualifications described, certificates and references provided are genuine. I confirm that I have no children (biological or adopted). I understand that in order to care for children under the age of two, I must have at least 200 hours of documented childcare experience with children under the age of two. I understand that GreatAuPair has the exclusive right to determine my suitability for acceptance and for my continued participation in the Program.
4. I understand that it is entirely my choice to participate and continue in the Program and to accept or decline a placement with a host family presented to me, and that it is my responsibility to read and understand all the information provided to me regarding a prospective host family. I agree to interview with the potential host family by Skype and/or telephone and request additional information, if needed, before accepting the placement.

5. I understand that it is my responsibility to research the prospective community prior to accepting a placement. I agree to discuss the childcare responsibilities and schedule with the prospective host family prior to placement.
6. I will complete all visa and screening requirements and obtain a passport that is valid for a minimum of 26 months beyond my departure to the USA.
7. I agree to review all GreatAuPair pre-departure material before my departure to the USA.
8. I agree to complete GreatAuPair's 32-hour online Au Pair Academy training one week prior to my departure to the United States. I agree and understand that failure to complete the Academy training may result in removal from the program. In the event that my departure is delayed due to incomplete training, I agree that all costs associated with travel changes will be my sole responsibility and that I will pay GreatAuPair for my travel arrangement changes prior to my departure to the USA.
9. I will be present in good time for all flights or other transportation provided or arranged by GreatAuPair.
10. I understand that Program flights will depart from and return to designated airports, that I am responsible for my own transportation to the specified departure airport in my home country and for transportation to a designated U.S. airport in time for my return flight. I understand that I am responsible for costs prior to departure and upon my return. I understand that GreatAuPair will not be responsible for alternate transportation, or airline baggage costs or airport taxes. I understand that if I change my ticket after it has been issued, I will be responsible for paying a change fee and other airline penalties. I understand that on the completion of my Program, I am expected to depart on the date and time arranged by GreatAuPair. I understand that GreatAuPair cannot book my return flight for a date later than thirty days after the completion of my Program.
11. I agree to keep the forms DS-2019 and I-94 safe at all times and I understand that it is costly to replace lost forms, and if lost, I must immediately replace such forms at my own cost. I understand that, should I wish to travel outside the US during my Program, I must submit (and receive) my sponsor-signed Form DS-2019 from GreatAuPair prior to leaving.
12. I understand that if I am in good standing with the Program, I may legally remain in the US for 30 days after my program end date. I understand that I have been advised not to travel outside of the U.S. during this 30-day grace period, as I may not be able to re-enter the US during this time.

Program Requirements

1. I understand that during my Program participation:
 - a. I may provide child care and light childcare-related housework for up to 10 hours per day and not more than 45 hours per week.
 - b. I will receive a weekly stipend from my host family (the employer) as determined by the Department of State, currently set at \$195.75 per week (subject to change). I understand the stipend cannot be withheld for any reason and will be paid to me every week on the same day via verifiable means such as check or direct deposit. Payment of the first weekly stipend shall be made upon the completion of my first week within my host family's home. I understand that I am responsible for obtaining a bank account within the first thirty (30) days on program to comply with GreatAuPair guidelines.
 - c. I will have a minimum of one full weekend off per month (Friday evening to Monday morning), at least 1.5 days off each week and two weeks (10 days) paid vacation over the 12-month program.
 - d. I will receive a \$500 educational allowance to enroll in and to complete six credit hours of study at an accredited post-secondary institution and that I will be responsible for costs exceeding that amount. (The educational component for a 6-month extension is not less than three credit hours of academic credit or its

equivalent and the host family contributes up to \$250. The educational component for a 12-month and 9-month extension is not less than six credit hours and the host family contributes up to \$500).

- e. I may not accept any form of paid employment in the U.S. during my stay other than within my duties as an exchange participant with my current host family.
 - f. My host family must provide me with a suitable private bedroom. I understand and agree in the event that I find the bedroom to be lacking in privacy or I find the bedroom to be used for any other purpose by my host family that I will make GreatAuPair aware immediately.
 - g. A parent or other responsible adult must remain in the home for the first three days following my arrival.
 - h. I may not have the sole responsibility of a child younger than three (3) months. If my host family has a child younger than three months of age, a parent or other responsible adult must be present.
2. I understand that active and safe care of the children is my first priority as an au pair. I agree to be diligent, conscientious and involved while caring for children and to never leave a child unattended and to never put a child at risk in any way. I agree to discuss with my host family my expectations regarding the allowable limit of personal Internet and phone communication while caring for children. **I understand that caring for children means that I take responsibility for the health, safety and welfare of the children within my care.**
 3. I understand that all vacation and free time must be planned and mutually agreed upon in advance with my host family. Should any issues arise regarding vacation and/or free time, I agree to inform GreatAuPair immediately.
 4. I agree to perform the child care responsibilities outlined by my host family to the best of my ability and with due respect, and make every effort to act as a caring, responsible family member. I will abide by my host family's household rules. I will discuss and agree to the rules for use of Internet, cell phone and phone use with my host family. If I do not understand any of the rules, I will ask my host family to write them down. I will accept any cultural differences in the spirit of cultural exchange.
 5. I understand that I will be responsible for all personal debts (personal phone calls, gas usage, etc.) during my Program. I understand and agree that I must pay for all outstanding bills prior to my departure from the host family home and/or the U.S.
 6. I agree to not use an automobile without express permission from the owner and that any agreement to use any automobile is strictly between the automobile's owner and me. I agree to not use an automobile unless I have the required driver's license for driving in the state, and the owner has obtained all mandatory automobile insurance coverage required for me. I understand that I am required to obtain a state driver's license where my host family lives even if the state does not specifically require it. I understand that in the event of an automobile accident, I may be liable for an insurance deductible up to USD \$500 per accident based on my host family's insurance. I understand that I must carry my local US state driver's license and proof of insurance with me when driving. I understand that any omission of information as it relates to driving or any exaggeration of my driving ability may be grounds for removal from the program.

Supervision, Monitoring and Support

1. I will cooperate fully with those supervising the Program on my behalf, maintain monthly contact with my Local Childcare Coordinator or other GreatAuPair representative in my Local Childcare Coordinator's absence and abide by any reasonable instructions they may give me. In addition to the terms of this Agreement, I agree to abide by additional reasonable terms and conditions stipulated by GreatAuPair. I agree to attend GreatAuPair monthly activities organized by my Local Community Coordinator.

2. I agree to immediately notify my Local Childcare Coordinator in case of dissatisfaction, concerns and/or problems including, but not limited to; my health, safety and welfare, adjustment to my host family and/or the American culture, misunderstandings, disagreements or problems with my host family, fulfilling my educational requirement, homesickness, language or other concerns. In situations where I am having problems with my host family, I agree to consult with and/or meet with my Local Childcare Coordinator or other GreatAuPair representative(s).
3. I will immediately report to GreatAuPair unusual or serious situations or incidents involving either my host family or myself.
4. I understand that a GreatAuPair representative will contact me within forty-eight hours of my arrival and meet with my host parent(s) and me within two weeks of my arrival. I agree to make myself available for these contacts and to immediately contact my Local Childcare Coordinator or Regional Manager if these contacts have not taken place.
5. I understand that I must keep a minimum of USD \$500 for emergency purposes during the Program.

Program Fees

1. I understand that I will be required to pay program fees to participate in the GreatAuPair program. The program fees cover the following:
 - a. Processing of my GreatAuPair USA application
 - b. Assistance from a GreatAuPair representative in my home country
 - c. Circulation of my au pair application to potential GreatAuPair families
 - d. Placement with a carefully screened American host family
 - e. A DS-2019 form to obtain my J-1 au pair visa
 - f. Certain travel costs
 - g. Access to GreatAuPair's online training Academy
 - h. Travel and accident insurance coverage during my program dates
 - i. Support from GreatAuPair, including after-hours emergency support
 - j. Return international airfare provided upon successful completion of program.
2. I understand that it is my responsibility to cover other costs associated with my participation in the program such as costs to apply for a J-1 visa, local transportation cost to my departure city and other expenses associated with my program participation.
3. I understand that GreatAuPair offers program Cancellation Insurance that will provide me with a full refund of program fees, excluding the application fee, paid in the event I cancel from the program after matching and prior to arrival.
4. I understand and accept that GreatAuPair's refund policy is as follows:

Application Fee	Terms
Application Fee	The application fee is non-refundable for any reason, including not being accepted by GreatAuPair.

Program Fee	No Cancellation Coverage
Cancellation after matching	Program fees are due upon matching and are non-refundable if you cancel. If the U.S. Embassy or Consulate denies your visa, you will be eligible to receive a refund of your program fees less a \$200 administrative fee. Proof of denial may be required.

Program Fee	Cancellation with Cancellation Coverage
Cancellation after matching	If you purchase GreatAuPair Cancellation Insurance, you will receive a full refund of program fees (excluding the application fee) if you cancel prior to arrival in the USA. Full refund will apply to visa denials as well.

Elite Insurance Upgrade	Insurance Premium
Cancellation prior to arrival	Insurance premium upgrades are non-refundable once you enroll in the Elite-level insurance program and arrive to the United States. If you cancel prior to arrival, you will receive a refund of the insurance premium less a \$50 administrative fee. If you purchased Cancellation Coverage, the \$50 administrative fee will be waived.

Insurance

1. I understand that during the Program, I will be covered under GreatAuPair's Comfort basic travel and accident insurance and that I have reviewed my coverage plan as provided by GreatAuPair. I understand and agree that I will seek routine medical, dental and vision care, such as annual exams, prior to my departure to the U.S. I understand that I am insured for the period of time reflected on my DS-2019.
2. I understand and agree that the J-1 au pair program requires me to be of sound mind. I understand that the nature of childcare can be stressful and I agree to inform GreatAuPair immediately if I am experiencing stress, depression, and/or any other mental stressor while on program. I agree and understand that I will be immediately removed from program and sent home at my expense in the event it is found that I have omitted medical information relating to my mental state or if I have omitted information regarding prior treatment received for psychological illness.
3. I understand that, prior to my arrival in the U.S., I have the option to purchase an insurance upgrade to GreatAuPair's Elite policy, which includes third-party liability. This upgraded insurance will be valid for the duration of my 12-month program. Should I elect to extend my program for an additional 6, 9 or 12-months, I will be required to maintain my Elite policy during the extension period and that an additional Elite insurance fee will apply.
4. Insurance provided by GreatAuPair is valid from the start date to the end date of the Program. I understand that in order to have insurance coverage during my 30-day grace period month, I must purchase one additional month of insurance.
5. I agree to and understand the insurance policy and agree to pay for any medical or transportation expenses that are not covered by the insurance such as co-payments and emergency room deductibles. I understand that any conditions or illness I am suffering from prior to entering the U.S. will not be covered under any insurance. I release GreatAuPair

from any liability relating to my actions or choices to receive or not receive medical care. I understand that my insurance and participation in the Program does not cover costs related to court appearance assistance, liability insurance or legal fees.

6. I understand that the insurance plan does not provide benefits for any injury, illness, sickness, disease, or other physical, medical, mental or nervous condition, disorder or ailment that, with reasonable medical certainty, existed at the time of application or at any time during the six (6) months prior to the effective date of the insurance, including any subsequent, chronic or recurring complications or consequences related thereto or arising there from, whether or not previously manifested or symptomatic, diagnosed, treated, or disclosed prior to the effective date (a "pre-existing condition"), and that all charges and/or claims incurred for pre-existing conditions will be excluded from coverage under the insurance.
7. **Medical Release.** I hereby authorize any doctor, practitioner of the healing arts, hospital, clinic, healthcare related facility, pharmacy, government agency, insurance agency, insurance company, having information as to any of my care, advice, treatment, evaluation, diagnosis or prognosis for any physical or mental condition, or financial and employment status, to provide such information to the insurance company.
8. **Certification.** I hereby certify, represent and warrant that I (i) am eligible to participate in the insurance plan and (ii) am currently in good health and have not been diagnosed with, sought consultation or been treated for, and have not experienced any manifestation or symptoms of and do not suffer from any pre-existing or other medical condition which I foresee may require treatment during this insurance or for which I intend to claim under the Insurance Plan.
9. I understand that GreatAuPair has advised me to maintain insurance coverage in my home country in the event I must return home during my program and need medical treatment.

Re-Matching During the Program

1. I understand that GreatAuPair does not guarantee that an au pair will have the opportunity to re-match during the Program and that such decision will be at GreatAuPair's sole discretion. I understand my childcare skills and professional conduct will be reviewed prior to re-match by GreatAuPair staff to determine eligibility. I agree to my former host family and/or my Local Childcare Coordinator serving as a reference to any prospective families while in re-match and I understand that GreatAuPair staff may be required to disclose information received from my original host family regarding my stay, performance and behavior while with their family.
2. If problems with my host family cannot be resolved and I am recommended for a future placement, I understand that, at GreatAuPair's discretion, GreatAuPair will use reasonable efforts to find a new host family for me.
3. During a re-match process, I shall, if possible, continue to live with my current host family who, in their discretion, may request me to provide, or not to provide, childcare. I understand that I will not be paid the weekly stipend if I am not asked to work.
4. In the event GreatAuPair deems it necessary to remove me from my host family's home, GreatAuPair will make a reasonable attempt to find temporary housing for me not to exceed 14 days. I understand and agree that I cannot seek removal or remove my belongings from the home without prior approval of GreatAuPair. I understand and agree that I cannot elect to stay with another family or friends during the transition period without prior written consent by GreatAuPair. In the event that reside at any location other than my defined host family's home during the transition period, I agree to inform GreatAuPair in writing of my whereabouts, which is to include the name, address and telephone number of the individual(s) with whom I am staying. **I agree to remain in contact with GreatAuPair at all times and to make myself available to be interviewed by new potential host families.**
5. I understand that in the event of a placement change, GreatAuPair will use the following method to calculate au pair vacation. Vacation time shall accrue on a basis of one day per month beginning upon the au pair's third month in the United States. Au pairs extending for 12 or 9 months will receive two weeks (10 days) paid vacation, and au pairs extending for 6 months shall receive one week (5 days) of paid vacation. Vacation time for au pairs who extend shall

accrue on the basis of one day per month during the extension program. I understand that if I have accrued vacation time while in my first placement that I will be paid out for said vacation by my host family and that I will not be allowed to rollover vacation time to my second placement.

6. I understand that if my placement and/or participation in the program is/are deemed unsatisfactory by GreatAuPair for whatever reason, GreatAuPair will reassess my suitability for a future placement. If GreatAuPair determines that it cannot recommend placement with a new family or if a new placement cannot be found within a reasonable period or due to my behavior, or if I refuse to be placed, my participation in the Program will be terminated and I will be subject to the standard termination procedures outlined in this Agreement.
7. **I understand and agree that I will only be allowed one rematch opportunity while on program.**

Early Termination

1. I understand and agree that GreatAuPair is my program sponsor, and as such, any decision regarding my program status will be made at the sole discretion of GreatAuPair.
2. I understand and agree that in the event of illness, injury or other medical condition that prevents me from continuing my duties, I may not be eligible to continue in the program.
3. I understand that I may be terminated from the Program if I do not successfully complete the Program with GreatAuPair for reasons including but not limited to: if I leave my host family without prior consent from GreatAuPair; if I decide to terminate my participation and return to my home country before the end of my Program; if I am removed from the Program at the discretion of GreatAuPair in accordance with this Agreement; if I engage in any illegal activity or am arrested; if I do not fully participate in training, academic courses and monthly meetings/contacts; if I in any way violate this Agreement; or if I put myself in a situation where I cannot be placed with a new host family. Such termination may result in any or all of the following:
 - a. I will forfeit all of the fees and expenses I have paid to participate in the Program;
 - b. I will forfeit my return plane ticket and I will be required to make my own arrangements to return to my home country at my own expense;
 - c. I will no longer receive the support of my host family or GreatAuPair;
 - d. My GreatAuPair accident and travel insurance coverage will no longer be valid;
 - e. GreatAuPair will not provide me with housing;
 - f. GreatAuPair's sponsorship of my J-1 visa will be revoked;
 - g. I will not be eligible to remain in the U.S. and will forfeit my 30-day grace period and must make arrangements to return home immediately.
 - h. If I remain in the U.S. after an agreed upon departure date, my status may be reported to U.S. authorities.

Extension Program

1. I understand that au pairs may apply to extend their Program participation for additional 6, 9 or 12 months beyond the first 12 Program months. I understand that I may apply to extend my Program participation with my current host family or to be considered for placement with a new host family during the extension period. In order to extend my Program I must submit an extension request before GreatAuPair's extension deadline and meet eligibility requirements for extending such as having successfully completed the educational component and being in good standing with my host family and GreatAuPair.

Other Terms and Conditions

1. I understand that I am responsible for complying with any federal, state labor and/or income tax laws that may apply. I understand that GreatAuPair does not provide legal or income tax advice regarding any such laws and is not responsible for informing me, or overseeing compliance with, any such income tax or labor laws which vary from state to state, and are subject to change from time to time.
2. I understand that GreatAuPair is not a party to any agreement or translations of agreements between me and any other organizations in my home or other country or between me and other organizations including, but not limited to, other US or international agencies, travel agencies and/or insurance companies. I understand that GreatAuPair assumes no duties or responsibilities for any acts or omissions of agreements between me and other parties.

Privacy Consent

1. I understand that my application to the GreatAuPair USA Program requires me to disclose sensitive and private personal information. I understand that this application will be securely retained online by GreatAuPair and may be distributed to GreatAuPair's affiliated agents and/or interviewers, and to its network of Local Childcare Coordinators and Regional Directors and to prospective Host Families in an effort to obtain a placement for me in the GreatAuPair USA Program.
2. In the unlikely event of a legal claim, lawsuit or arrest in connection with my participation in the GreatAuPair USA Program, it may be necessary to provide my application to attorneys, insurers, or the United States Department of State and, if GreatAuPair receives a valid Court order or subpoena, to whatever entity is determined to have a legal right to obtain this information. The GreatAuPair Privacy Policy provides that my personal information will not be disclosed to any other parties unless I am given notice and an opportunity to object. GreatAuPair takes reasonable precautions to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction.
3. By completing and submitting the application, I am authorizing GreatAuPair to disseminate the information that is contained in my application and my online profile in the manner and for the purposes set forth above. I understand that I may revoke this consent at any time and I can request access to my personal information by sending a written request to GreatAuPair headquarters, however, such revocation of consent will cause me to be immediately terminated from the Program.

General Release, Indemnification, Hold Harmless and Arbitration Provisions

1. **General Release, Indemnification and Hold Harmless Provision.** As a condition of my participation in the Program, I agree to release and hold harmless GreatAuPair, its employees, officers, subsidiaries, agents and/or affiliated organizations for injury, loss, delay, and/or any other damage and/or expense incurred by me or any other person due to (i) any incident beyond GreatAuPair's reasonable control, including without limitation, acts of God, acts of war, or government actions and restrictions, (ii) any events directly or indirectly caused, in whole or in part, by intentional or negligent acts or omissions by any third party, including but not limited to any member, guest, employee or agent of the host family or other persons in the host country, even if GreatAuPair's negligence is alleged to have contributed to the event; (iii) risks associated with foreign travel and living abroad, including but not limited to, risks associated with health care services, living conditions, sanitation conditions, road and transportation systems, criminal justice systems, civil liberty laws, customs and values; and/or (iv) any differences in the living conditions and standards between my home and home country and the host home and host country. As a further condition of my participation in the Program, I agree to indemnify and hold harmless GreatAuPair, its employees, officers, subsidiaries, agents and/or affiliated organizations from any liability or expense, including court costs and attorney fees, resulting from any injury, loss or any other damage or expense caused by me during my participation in the Program. I agree that GreatAuPair and/or its affiliates, without liability or expense to themselves, may take such actions, as it considers necessary regarding my health and safety during my participation in the Program.

2. **Arbitration, Choice of Law, Venue and Forum.** In the event of any dispute between the parties concerning the performance, enforcement or interpretation of this Agreement, such dispute shall be determined by binding arbitration before the American Arbitration Association or Judicial Arbitration and Mediation Services in Austin, Texas, upon the petition of either party. In such proceeding, the parties may utilize subpoenas and have discovery as provided in the Texas Alternative Dispute Resolution Act (Civil Practice and Remedies Code, Title 7, Chapter 154). The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction on the petition of either party. I agree to arbitrate solely on an individual basis, and that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of this clause will remain in force. The parties agree that this Agreement, the entire relationship of the parties hereto, and any dispute between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, USA, without giving effect to its choice of laws principles. I further agree that Texas is a fair and reasonable venue for resolution of any such dispute and submit to jurisdiction of the Courts of the State of Texas because among other reasons, this Agreement was negotiated in Texas and GreatAuPair is domiciled in Texas. In the event this arbitration clause is deemed invalid or unenforceable, then exclusive venue for any and all disputes between the parties hereto shall be in Travis County, Texas, and shall be brought in the State District Courts of Travis County, Texas, or in the United States District Court for the Western District of Texas, Austin Division. Further in the event this arbitration clause is deemed invalid or unenforceable, the parties hereto waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Travis County, Texas, and specifically consent to the jurisdiction of the State District Courts of Travis County and the United States District Court for the Western District of Texas, Austin Division.
3. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof.
4. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

I have read and I understand the terms above. My electronic signature, below, indicates my acceptance of the terms of this Agreement, and is legally binding. No alteration of the terms of this Agreement will be valid unless approved by GreatAuPair in writing. I have retained a copy of this Agreement. The laws of the State of Texas, USA, shall govern this Agreement. Any and all disputes arising hereunder shall be resolved exclusively in the State of Texas as set forth in this Agreement, and the parties hereto consent to the exclusive personal jurisdiction of the arbitrators and courts of the State of Texas.

Signature: Alejandro Padron
Alejandro Padron (Oct 3, 2018)

Email: aapadronc@gmail.com

EXHIBIT B



United States Department of State
Bureau of Educational and Cultural Affairs
Washington, DC 20522

January 8, 2019

Dear Au Pair:

Congratulations on your decision to become an au pair on the Exchange Visitor Program! On behalf of the U.S. Department of State, I want you to know that your decision to come to the United States is important to us. We want your stay to be a positive and memorable experience as you build connections that will last a lifetime.

As an au pair, you are part of a U.S. Department of State cultural exchange program. Like thousands of au pairs from around the world, will have the opportunity to share your language, culture, and customs with your American host family and your host community. Your participation in this program fosters a greater understanding between our countries.

You are a valued guest in the United States, and we want you to succeed in this program. Your goal should be to learn as much as you can about American customs, values, and culture and to build strong relationships with your host family and new friends. You will be living with a host family that may have different rules for their children and a different way of life from what you are used to, so keeping an open mind will be important to your success.

You and your host family have agreed to follow the program rules that govern the au pair exchange program. We hope you have taken the time to review the program rules carefully and that you understand your rights and responsibilities. Your work should never exceed 10 hours of childcare a day and 45 hours of childcare a week. Your host family should also make sure your schedule allows you to take at least six credit hours of academic coursework. Coursework, as well as enjoying cultural activities are an important part of your exchange program. If you have any questions or do not understand your rights and responsibilities, please contact your U.S. sponsor.

Your U.S. sponsor is your primary point of contact throughout your stay in the United States, and you should contact them with any issues. Your sponsor is identified on your Form DS-2019, Certificate of Eligibility for Exchange Visitor Program (J-1) Status. If you have any questions about your exchange program, if you need assistance of any kind while you are here, if you feel your rights are being violated, or if something just does not feel right to you, please contact your U.S. sponsor. It is your sponsor's responsibility to help you with any issues, needs, or concerns you may have.

Your U.S. sponsor should have given you materials on your rights as a temporary worker in the United States, as well as an emergency telephone contact number in your program orientation materials. This telephone number should be available to you 24 hours a day, 7 days a week. However, if you have concerns or issues that your U.S. sponsor has not resolved, or you find you cannot reach your sponsor, please contact the Department of State through our J-1 Visa Emergency Helpline (1-866-283-9090), which is also available 24 hours a day, 7 days a week, or for less time sensitive issues via e-mail at JVisas@state.gov. Moreover, because your safety is of the utmost importance to us, the Department of State has prepared information to make sure you can always get help if you ever need it. Please review the information in the following link before you depart your home country:
<http://travel.state.gov/content/visas/en/general/rights-protections-temporary-workers.html>

As an au pair on the Exchange Visitor Program, you are now part of the alumni network of over one million current and former exchange participants. We welcome you to join the International Exchange alumni website – a place where past and present U.S. exchange program participants find tools to advance their communities and our world. Membership to this exclusive online community grants access to: grant opportunities; professional development resources; exclusive video webchats with VIPs; and 20,000 online magazines and newspapers. Members can also: network with fellow alumni around the world; find the latest research in your field; develop plans for your alumni association, or find an association to join; and read alumni success stories, perspectives, and ideas. To join please visit: <https://alumni.state.gov/>

We are pleased that you made the decision to participate in the Exchange Visitor Program, and I hope you enjoy your stay in the United States.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G.K. Saba', enclosed within a circular blue ink stamp.

G.K. Saba
Director, Policy & Program Support
for Private Sector Exchange

Au Pair Handbook

Dear Au Pair,

Welcome to GreatAuPair USA! We would like to thank you for partnering with us to participate in the J-1 Au Pair program.

GreatAuPair is founded on the principle to promote mutual understanding between people of all nations through intercultural living, education, work and travel experiences. The Au Pair Program provides an ideal opportunity to expand awareness and acceptance between cultures.

We have prepared this au pair handbook to provide you with useful information about the au pair program. Please review it thoroughly to understand the benefits, limitations, requirements, and responsibilities associated with participating in a US government-sponsored au pair exchange program.

Please also review and become familiar with Department of State Au Pair regulations, which are presented immediately following the Table of Contents.

If you have any questions about the program prior to arriving to the United States, feel free to contact your **Sending Agent** or our **Au Pair Services team at 1-512-900-8331 or at aupairsupport@greataupair.com**. After arriving to the United States, your Local Childcare Coordinator will be your primary point of contact.

We value the trust you have placed in us to provide you with a high-quality cultural exchange experience.

Our goal is to ensure that you have a rewarding and memorable year with your host family.

Sincerely,

The Staff at GreatAuPair

Table of Contents

Department of State Regulations- \$62.31 Au pairs	3
Au Pair Program Overview	11
Au Pair Requirements	11
Au Pair Benefits	11
Au Pair Duties and Expectations	12
The Au Pair Application Process	12
Finding your Host Family	12
Interviewing with Host Families	13
Interview Tips	14
Sample Interview Questions	15
Host Family Match	16
GreatAuPair Training Academy	17
Visa Process	18
International Travel to Your Host Family	18
Pre-Departure Check List	18
Your Host Family and New Community	19
Arrival and Post Arrival	19
Your Local Childcare Coordinator (LCC)	19
Work Schedule, House Rules, and Expectations	20
Children's Safety	20
Helpful and Valuable Information	21
Homesickness, Cultural Shock, and Fitting In	21
Money Management	21
Emergency Funds	21
Opening a Bank Account	21
Taxpayer Identification Numbers	22
Applying for your Social Security Number	22
Grievance Procedures	23
Travel and Accident Insurance	24
Education Component	29
Vacation	30
Visa and Travel Information	30
J-1 Visa	30
Lost Passport	31
Travel Outside of the United States	31
General Tax Information for Au Pairs	32
The Extension Program	34
Extension Program Requirements	34
Extension Options	34
Travel During the Extension Term	35
Visa Renewal	35
Returning Home	37
Travel Month	37
Program Completion Certificate	37

Department of State Regulations- §62.31 Au pairs

(a) Introduction. This section governs Department of State-designated exchange visitor programs under which foreign nationals are afforded the opportunity to live with an American host family and participate directly in the home life of the host family. All au pair participants provide child care services to the host family and attend a U.S. post-secondary educational institution. Au pair participants provide up to forty-five hours of child care services per week and pursue not less than six semester hours of academic credit or its equivalent during their year of program participation. Au pairs participating in the EduCare program provide up to thirty hours of child care services per week and pursue not less than twelve semester hours of academic credit or its equivalent during their year of program participation.

(b) Program designation. The Department of State may, in its sole discretion, designate bona fide programs satisfying the objectives set forth in paragraph (a) of this section. Such designation shall be for a period of two years and may be revoked by the Department of State for good cause.

(c) Program eligibility. Sponsors designated by the Department of State to conduct an au pair exchange program shall;

- (1) Limit the participation of foreign nationals in such programs to not more than one year;
- (2) Limit the number of hours an EduCare au pair participant is obligated to provide child care services to not more than 10 hours per day or more than 30 hours per week and limit the number of hours all other au pair participants are obligated to provide child care services to not more than 10 hours per day or more than 45 hours per week;
- (3) Require that EduCare au pair participants register and attend classes offered by an accredited U.S. post-secondary institution for not less than twelve semester hours of academic credit or its equivalent and that all other au pair participants register and attend classes offered by an accredited U.S. post-secondary institution for not less than six semester hours of academic credit or its equivalent;
- (4) Require that all officers, employees, agents, and volunteers acting on their behalf are adequately trained and supervised;
- (5) Require that the au pair participant is placed with a host family within one hour's driving time of the home of the local organizational representative authorized to act on the sponsor's behalf in both routine and emergency matters arising from the au pair's participation in their exchange program;
- (6) Require that each local organizational representative maintain a record of all personal monthly contacts (or more frequently as required) with each au pair and host family for which he or she is responsible, and issues or problems discussed;

- (7) Require that all local organizational representatives contact au pair participants and host families twice monthly for the first two months following a placement other than the initial placement for which the au pair entered the United States.
 - (8) Require that local organizational representatives not devoting their full time and attention to their program obligations are responsible for no more than fifteen au pairs and host families; and
 - (9) Require that each local organizational representative is provided adequate support services by a regional organizational representative.
- (d) Au pair selection. In addition to satisfying the requirements of §62.10(a), sponsors shall ensure that all participants in a designated au pair exchange program:
- (1) Are between the ages of 18 and 26;
 - (2) Are a secondary school graduate, or equivalent;
 - (3) Are proficient in spoken English;
 - (4) Are capable of fully participating in the program as evidenced by the satisfactory completion of a physical;
 - (5) Have been personally interviewed, in English, by an organizational representative who shall prepare a report of the interview which shall be provided to the host family; and
 - (6) Have successfully passed a background investigation that includes verification of school, three, non-family related personal and employment references, a criminal background check or its recognized equivalent and a personality profile. Such personality profile will be based upon a psychometric test designed to measure differences in characteristics among applicants against those characteristics considered most important to successfully participate in the au pair program.
- (e) Au pair placement. Sponsors shall secure, prior to the au pair's departure from the home country, a host family placement for each participant. Sponsors shall not:
- (1) Place an au pair with a family unless the family has specifically agreed that a parent or other responsible adult will remain in the home for the first three days following the au pair's arrival;
 - (2) Place an au pair with a family having a child aged less than three months unless a parent or other responsible adult is present in the home;
 - (3) Place an au pair with a host family having children under the age of two unless the au pair has at least 200 hours of documented infant child care experience. An au pair participating in the EduCare program shall not be placed with a family having pre-school children in the home

unless alternative full-time arrangements for the supervision of such pre-school children are in place;

(4) Place an au pair with a host family having a special needs child, as so identified by the host family, unless the au pair has specifically identified his or her prior experience, skills, or training in the care of special needs children and the host family has reviewed and acknowledged in writing the au pair's prior experience, skills, or training so identified;

(5) Place an au pair with a host family unless a written agreement between the au pair and the host family detailing the au pair's obligation to provide child care has been signed by both the au pair and the host family prior to the au pair's departure from his or her home country. Such agreement shall clearly state whether the au pair is an EduCare program participant or not. Such agreement shall limit the obligation to provide child care services to not more than 10 hours per day or more than 45 hours per week unless the au pair is an EduCare participant. Such agreement shall limit the obligation of an EduCare participant to provide child care service to not more than 10 hours per day or more than 30 hours per week.

(6) Place the au pair with a family who cannot provide the au pair with a suitable private bedroom; and

(7) Place an au pair with a host family unless the host family has interviewed the au pair by telephone prior to the au pair's departure from his or her home country.

(f) Au pair orientation. In addition to the orientation requirements set forth at §62.10, all sponsors shall provide au pairs, prior to their departure from the home country, with the following information:

(1) A copy of all operating procedures, rules, and regulations, including a grievance process, which govern the au pair's participation in the exchange program;

(2) A detailed profile of the family and community in which the au pair will be placed;

(3) A detailed profile of the educational institutions in the community where the au pair will be placed, including the financial cost of attendance at these institutions;

(4) A detailed summary of travel arrangements; and

(5) A copy of the Department of State's written statement and brochure regarding the au pair program.

(g) Au pair training. Sponsors shall provide the au pair participant with child development and child safety instruction, as follows:

(1) Prior to placement with the host family, the au pair participant shall receive not less than eight hours of child safety instruction no less than 4 of which shall be infant-related; and

(2) Prior to placement with the American host family, the au pair participant shall receive not less than twenty-four hours of child development instruction of which no less than 4 shall be devoted to specific training for children under the age of two.

(h) Host family selection. Sponsors shall adequately screen all potential host families and at a minimum shall:

- (1) Require that the host parents are U.S. citizens or legal permanent residents;
- (2) Require that host parents are fluent in spoken English;
- (3) Require that all adult family members resident in the home have been personally interviewed by an organizational representative;
- (4) Require that host parents and other adults living full-time in the household have successfully passed a background investigation including employment and personal character references;
- (5) Require that the host family have adequate financial resources to undertake all hosting obligations;
- (6) Provide a written detailed summary of the exchange program and the parameters of their and the au pair's duties, participation, and obligations; and
- (7) Provide the host family with the prospective au pair participant's complete application, including all references.

(i) Host family orientation. In addition to the requirements set forth at §62.10 sponsors shall:

- (1) Inform all host families of the philosophy, rules, and regulations governing the sponsor's exchange program and provide all families with a copy of the Department of State's written statement and brochure regarding the au pair program;
- (2) Provide all selected host families with a complete copy of Department of State-promulgated Exchange Visitor Program regulations, including the supplemental information thereto;
- (3) Advise all selected host families of their obligation to attend at least one family day conference to be sponsored by the au pair organization during the course of the placement year. Host family attendance at such a gathering is a condition of program participation and failure to attend will be grounds for possible termination of their continued or future program participation; and

(4) Require that the organization's local counselor responsible for the au pair placement contacts the host family and au pair within forth-eight hours of the au pair's arrival and meets, in person, with the host family and au pair within two weeks of the au pair's arrival at the host family home.

(j) Wages and hours. Sponsors shall require that au pair participants:

(1) Are compensated at a weekly rate based upon 45 hours of child care services per week and paid in conformance with the requirements of the Fair Labor Standards Act as interpreted and implemented by the United States Department of Labor. EduCare participants shall be compensated at a weekly rate that is 75% of the weekly rate paid to non-EduCare participants;

(2) Do not provide more than 10 hours of child care per day, or more than 45 hours of child care in any one week. EduCare participants may not provide more than 10 hours of child care per day or more than 30 hours of child care in any one week;

(3) Receive a minimum of one and one half days off per week in addition to one complete weekend off each month; and

(4) Receive two weeks of paid vacation.

(k) Educational component. Sponsors must:

(1) Require that during their initial period of program participation, all EduCare au pair participants complete not less than 12 semester hours (or their equivalent) of academic credit in formal educational settings at accredited U.S. post-secondary institutions and that all other au pair participants complete not less than six semester hours (or their equivalent) of academic credit in formal educational settings at accredited U.S. post-secondary institutions. As a condition of program participation, host family participants must agree to facilitate the enrollment and attendance of au pairs in accredited U.S. post secondary institutions and to pay the cost of such academic course work in an amount not to exceed \$1,000 for EduCare au pair participants and in an amount not to exceed \$500 for all other au pair participants.

(2) Require that during any extension of program participation, all participants (i.e., Au Pair or EduCare) satisfy an additional educational requirement, as follows:

(i) For a nine or 12-month extension, all au pair participants and host families shall have the same obligation for coursework and payment therefore as is required during the initial period of program participation.

(ii) For a six-month extension, EduCare au pair participants must complete not less than six semester hours (or their equivalent) of academic credit in formal educational

settings at accredited U.S. post-secondary institutions. As a condition of participation, host family participants must agree to facilitate the enrollment and attendance of au pairs at accredited U.S. post secondary institutions and to pay the cost of such academic coursework in an amount not to exceed \$500. All other au pair participants must complete not less than three semester hours (or their equivalent) of academic credit in formal educational settings at accredited U.S. post-secondary institutions. As a condition of program participation, host family participants must agree to facilitate the enrollment and attendance of au pairs at accredited U.S. post secondary institutions and to pay the cost of such academic coursework in an amount not to exceed \$250.

(l) Monitoring. Sponsors shall fully monitor all au pair exchanges, and at a minimum shall:

- (1) Require monthly personal contact by the local counselor with each au pair and host family for which the counselor is responsible. Counselors shall maintain a record of this contact;
- (2) Require quarterly contact by the regional counselor with each au pair and host family for which the counselor is responsible. Counselors shall maintain a record of this contact;
- (3) Require that all local and regional counselors are apprised of their obligation to report unusual or serious situations or incidents involving either the au pair or host family; and
- (4) Promptly report to the Department of State any incidents involving or alleging a crime of moral turpitude or violence.

(m) Reporting requirements. Along with the annual report required by regulations set forth at §62.17, sponsors shall file with the Department of State the following information:

- (1) A summation of the results of an annual survey of all host family and au pair participants regarding satisfaction with the program, its strengths and weaknesses;
- (2) A summation of all complaints regarding host family or au pair participation in the program, specifying the nature of the complaint, its resolution, and whether any unresolved complaints are outstanding;
- (3) A summation of all situations which resulted in the placement of au pair participant with more than one host family;
- (4) A report by a certified public accountant, conducted pursuant to a format designated by the Department of State, attesting to the sponsor's compliance with the procedures and reporting requirements set forth in this subpart;

- (5) A report detailing the name of the au pair, his or her host family placement, location, and the names of the local and regional organizational representatives; and
 - (6) A complete set of all promotional materials, brochures, or pamphlets distributed to either host family or au pair participants.
- (n) Sanctions. In addition to the sanctions provisions set forth at §62.50, the Department of State may undertake immediate program revocation procedures upon documented evidence that a sponsor has failed to:
- (1) Comply with the au pair placement requirements set forth in paragraph (e) of this section;
 - (2) Satisfy the selection requirements for each individual au pair as set forth in paragraph (d) of this section; and
 - (3) Enforce and monitor host family's compliance with the stipend and hours requirements set forth in paragraph (j) of this section.
- (o) Extension of program. The Department, in its sole discretion, may approve extensions for au pair participants beyond the initial 12-month program. Applications to the Department for extensions of six, nine, or 12 months, must be received by the Department not less than 30 calendar days prior to the expiration of the exchange visitor's initial authorized stay in either the Au Pair or EduCare program (i.e., 30-calendar days prior to the program end date listed on the exchange visitor's Form DS-2019). The request for an extension beyond the maximum duration of the initial 12-month program must be submitted electronically in the Department of Homeland Security's Student and Exchange Visitor Information System (SEVIS). Supporting documentation must be submitted to the Department on the sponsor's organizational letterhead and contain the following information:
- (1) Au pair's name, SEVIS identification number, date of birth, the length of the extension period being requested;
 - (2) Verification that the au pair completed the educational requirements of the initial program; and
 - (3) Payment of the required non-refundable fee (see 22 CFR 62.90) via Pay.gov.
- (p) Repeat participation. A foreign national who enters the United States as an au pair Exchange Visitor Program participant and who has successfully completed his or her program is eligible to participate again as an au pair participant, provided that he or she has resided outside the United States for at least two years following completion of his or her initial au pair program.

[60 FR 8552, Feb. 15, 1995, as amended at 62 FR 34633, June 27, 1997; 64 FR 53930, Oct. 5, 1999. Redesignated at 64 FR 54539, Oct. 7, 1999; 66 FR 43087, Aug. 17, 2001; 71 FR 33238, June 8, 2006; 73 FR 34862, June 19, 2008]

Au Pair Program Overview

The Au Pair Program was established in 1986 as an educational and cultural exchange program with a strong emphasis on childcare. The U.S. Department of State designated GreatAuPair as a sponsoring organization to oversee and administer the program. GreatAuPair USA will provide screening, selection and placement services, child safety and development training, visa documentation, accident and travel insurance, travel arrangement and airfare, compliance monitoring of program regulations and local support.

A mandatory educational component is also required of all participants. Au pairs shall attend an accredited post-secondary institution to earn no less than six semester hours of academic credit or its equivalence in classroom hours.

Au Pair Requirements

- Be between the ages of 18 and 26 years old
- Be a non-US citizen and live in a country GreatAuPair services
- Not be married
- Nor have children or be pregnant
- Love children and have at least 1,200 total hours of childcare experience
 - Infant care requires at least 600 hours; special needs care requires at least 200 hours
- Speak conversational English
- Have no criminal background
- Have completed secondary school (high school or equivalent)
- Have a valid driver's license
- Be in good health and be a non-smoker
- Be able to spend at least 12 months in the US

Au Pair Benefits

Stipend – Earn a weekly minimum of \$195.75 plus room and board from your host family. Au Pairs and Host Families are free to agree upon au pair compensation that may be higher than the legally applicable federal minimum au pair stipend.

Support – Your Local Childcare Coordinator and the GreatAuPair team will be with you throughout your program year.

Travel – Enjoy traveling in the US during your two-week vacation and 30-day grace period.

Insurance – You will receive Accident and Travel Insurance coverage.

Education – Receive an education allowance from your host family of up to \$500 to study at an accredited post-secondary institution.

Au Pair Duties and Expectations

Au Pairs provide safe and responsible childcare and perform child-related housekeeping for up to 45 hours per week but no more than 10 hours per day. **An au pair's responsibilities are childcare related (see examples below). Your duties might vary depending on your host children's needs.**

An Au Pair's Responsibilities:

- Engage with the children (play/read/teach)
- Prepare meals for the children
- Do the children's laundry
- Tidy up after the children
- Make the children's beds
- Vacuum and clean the playroom
- Accompany a host family on vacation, if needed

NOT an Au Pair's Responsibilities:

- Cook for the entire family every night
- Do the host parent's laundry
- Clean the entire house
- Launder and make the host parent's bed
- Scrub and vacuum floors throughout the entire house
- Earn extra money for hours worked beyond 45 hours a week
- Be left alone with the children when host parents travel

The Au Pair Application Process

- Complete and submit the online application and the required supporting documents.
- Meet with a local GreatAuPair Representative for an in-person interview.
- Once your interview is complete, you will receive information as to whether you have been accepted into the program.
- Once accepted, your profile will be made available to prospective host families.

Finding your Host Family

Once you have completed the application process, your J-1 Au Pair Profile will be available ONLINE and visible to our J-1 Host Families. The families will be able to message or favorite you through their GreatAuPair account. The great news is that you can do the same! GreatAuPair allows au pair participants to take control of their own search. If you find that a family is a good fit for you, go ahead

and message and favorite the family directly. There is no need for a family to contact you first.

Remember to check your EMAIL (+Spam), Skype, and Dashboard Messages regularly as to not miss out on a great family! To check your Dashboard Messages, login to your GreatAuPair account and click the J-1 tab. From there, you can access your Messages and Favorites by clicking on the J-1 Au Pairs Tab.

- a. Login to your GreatAuPair account and click on J-1 Au Pairs tab
- b. Message and Favorite families who appear to be a good fit directly from your Dashboard! You can contact as many host families as you like through our open messaging system. Be sure to promptly respond to all messages received from families, even if it's to politely let them know that you aren't interested.

Interviewing with Host Families

Great job! If you are at this stage, you may have found your future host family.

Part of the matching process is interviewing the family to determine whether or not they will be a good fit. You might be a little nervous and unsure of what to say. This is normal. We encourage you to take the time to prepare for the interview and think about the questions you would like to ask the family. Also, think about questions the family might ask you.

It is best to write your questions down, so you will not forget. Some sample questions begin on page 14; however, it is important to add your own questions, specific to the experience you desire while on program in the U.S.

Twenty minutes before the scheduled interview, practice your English (with a family member, friend, or in front of the mirror). It is also important to find a comfortable and quiet location for the interview so you can focus on meeting the family. Host families know that you might be nervous and may not understand everything they say or ask. Again, this is normal. It is important to ask questions to clarify and/or ask the family to repeat what they have said. This will help you to avoid misunderstandings.

Don't be afraid to show you are excited to speak with them! Ask questions to get to know the kids and if the kids are present, talk to them too. Always remember to tell the family about yourself. They genuinely want to know more about you, your experience and your home country. Show initiative!

Remember, there will need to be **at least two interviews** before a Host Family can officially offer to host you. If you feel you forgot to ask something during the first interview, you can always address it during the second interview. We recommend staying in frequent contact with your host family, via email and Skype, after they have requested you to join their family as an au pair.

After the first interview, we recommend you message your family a "thank you". In American culture a follow-up gesture is appreciated. Thank the family for taking the time to speak with you. If they are a good fit, let them know that you are looking forward to the next interview. However, if you feel that the host family is not a good fit for you, send them a "thank you" message stating why they are not the right family for you.

Interview Tips

1. TAKE RESPONSIBILITY FOR THE MATCHING PROCESS

The interview is your opportunity to find out if the host family is a good match for you. Again, remember to prepare for the interview and always be honest about your skills and experience. This will lead to proper expectations and set you up for a successful placement.

2. BE PATIENT

Finding the right host family will take some time. Depending on your skills, background and date of availability, the matching process can take from a few weeks to several months. Please remember although GreatAuPair cannot guarantee a placement with a host family, we will support you throughout the process.

3. BE FLEXIBLE

It's not the city or state that will make your time as an au pair successful; it is the right host family! The more flexible you are with regards to location, the better your chances to find a host family. It is important to remain open with regards to the host family's lifestyle and interests. Speak with a host family first and then form an opinion. Some host family applications can be very short and may not give you a full picture of what living with this family would be like. Don't miss out on what could be an excellent match.

4. BE AVAILABLE AND RESPONSIVE

Make the first step, be proactive and send the host family a short message as soon as you see that they have added you to their Favorites. Let them know that you are interested and when they can reach you. Make sure to carry your charged cell phone with you at all times, check your email (and spam folder!) and Skype account daily as well as your GreatAuPair online account for updates in My favorites and Messages. Try to respond to messages from a host family as soon as possible, ideally within 24 hours. Often host families lose interest if they don't hear back from you and they will move on to other au pair candidates.

5. MEET THE WHOLE FAMILY ON SKYPE!

If you don't already have a Skype account, create one! Many families are more comfortable speaking over Skype. A video call will give you the opportunity to get to know the whole family and to virtually tour the home. We recommend connecting with the kids from the very first moment. If you will be living with two host parents, make sure you interview with them both in English. Although one or more family members may speak your native language, it is important that the family understands your ability to communicate with those who do not speak your native language.

6. CREATE A GREAT VIDEO CLIP

Families love videos! So, if you have not already uploaded a video in your application, now is the time.

This is a great opportunity to show your own unique style, where you are from and what you like to do. You can get really creative.

7. JUST BE YOURSELF

It is understandable to be a little nervous. Try to relax and enjoy the conversation. It is important for you to be an active participant during the interview and come across as enthusiastic and motivated. Think of the conversation as people from two different cultures getting to know one another. Ask questions about life in America and what you can expect if you were to live there. Share your own experiences of childcare and what is the norm in your culture with the prospective family. The more both of you can discuss similarities and differences the better your chances for knowing if this family would be a good fit.

8. AVOID MISUNDERSTANDINGS FROM THE START

Don't worry if you have problems understanding everything. Ask your host family politely to repeat or to speak more slowly or clearly. They might ask the same of you. The last thing you and this host family need at this point is confusion or misunderstanding.

9. KEEP THE AU PAIR SERVICES TEAM UPDATED

We want to know how your interview with a host family went, especially if you have any concerns. If you don't hear back from the host family for more than two days, let us know so that we can check in with the family. Also, let us know if anything else affecting your matching process has changed. Are you planning a vacation? Have your contact details changed? Do you need help editing your profile?

10. REVIEW YOUR ONLINE ACTIVITY

Like other potential employers, host families might use Google to search au pair applicants. If you're active online, understand that host families may be able to see the content you put on Facebook, Twitter, Instagram, your blog or other websites. When looking at this, host families will be evaluating whether they see you as a mature, responsible young person. As you review your "virtual life," consider how the content you put out there can impact your chances for placement.

Sample Interview Questions

First Interview Sample Questions (these are only recommendations):

- What specifically attracted you to my profile – with so many candidates, why me?
- What qualities are most important to you in the au pair that you hire?
- What are the personality traits of your children?
- What does a typical day look like? What about the weekends?
- What do the children eat typically? Do they have any allergies?
- What are the kids' favorite activities?
- Could you tell me about the children's medical history, what grade level are they in, and any current activities they are involved in?

- What does your family like to do for fun?
- What is the primary language spoken in your home?
- Will you expect me to speak in my native language or in English with the children?

Second Interview Sample Questions:

- What are your expectations of the au pair's role in the family?
- What modes of discipline and parenting style do you use?
- Do you and your husband work outside the home or maintain a home business?
- What are your occupations and work hours?
- Is traveling with the family part of the job?
- Do you travel for business? If so, how often?
- Are there any pets in the home? If yes, who is responsible for their care?
- Are you religious? Do you mind if I practice my religion or spiritual path?
- What housekeeping tasks (related to children) would you like my help with?
- Could you describe the accommodations where I'd be staying?
- Could you briefly describe the community you live in? Is it near public transportation? Schools?
- When will you need your au pair to start?
- Will I be responsible for driving the children? Will I have a car available for personal use?
- How soon will you be making your decision about who you will hire?

Host Family Match

A host family offered you a match! Once the Host Family confirms with GreatAuPair's Host Family team that they would like to match with you, Au Pair Services will contact you to confirm the match and agreed upon arrival date to the United States. Upon receiving your confirmation, we start the Match Process. During the Match Process, Au Pair Services will work very closely with you to ensure a smooth entry to the United States. It is recommended that you begin planning for your travel and making arrangements to ensure you have everything you need for your year abroad.

GreatAuPair Training Academy

The GreatAuPair Training Academy is a 32+ hour online training course that is mandated by the U.S. Department of State for all au pair program participants. Various topics range from safety and first aid, child development, and American culture.

The Training Academy consists of:

- 15 modules
- 17 written assignments
- User forums
- Final exam

You must complete the modules in order. Each module will consist of several interactive slides to review in preparation for taking a 10-question quiz at the end. You must pass the quiz with a grade of 80% or higher to move on to the related written assignment for that module.

Once you have submitted your written assignment for grading, you will proceed to the next module. All assignments must be written in English. Please do not use any translator tools to convert to English from your native language. Write your response in English to the best of your ability. Once you have submitted an assignment for grading, it will be reviewed within 1 business day by the instructor and assigned a grade of either pass or fail. If you fail an assignment, instructions will be emailed to you to help correct your assignment with the relevant information. You do not have to wait for a submitted assignment to be graded before continuing with other assignments. After passing all modules and their related assignments, you will be allowed to take the final exam.

The final exam is similar to the quizzes at the end of the previous modules but will cover all of the material that you have studied throughout. After you pass the final exam with a grade of 80% or higher, you will be able to download a Certificate of Completion.

Depending on how much time you allocate to working on your training each day, expect to spend at least one to two weeks to complete all the material. You are expected to have finished your training by the time you are ready to be placed with a host family. **Note: If you have not achieved your Certificate of Completion within one week of your scheduled arrival date, your flight reservation will be canceled at your own expense.**

Visa Process

In order to arrive to the United States, you need to apply for a nonimmigrant J-1 visa. Schedule your visa appointment for the earliest available date as soon as possible! Appointments can easily be booked out far in advance based on the month of the year.

GreatAuPair will mail you the following documents:

- DS-2019 form (you must sign and date at the bottom)
- SEVIS I-901 fee payment confirmation (paid on your behalf by GreatAuPair)
- Program Acceptance Letter (provided to you by GreatAuPair)

It is important for you to be familiar with and follow all guidelines from the embassy you will visit to obtain your visa. For current general information regarding obtaining a J-1 visa, please visit the J-1 visa information site <http://j1visa.state.gov/participants/>.

For information regarding the specific embassy you will visit and their procedures, please go to the US Embassy web site <https://www.usembassy.gov>. Once you have reached the embassy web page, you will need to review all of the information and follow the steps for obtaining a nonimmigrant J-1 visa.

Consulate websites will also explain any additional procedures for exchange visitors who need an expedited visa interview appointment. Availability of appointments can vary through the year. To receive an estimate on your wait time, please visit <https://travel.state.gov/content/travel/en/us-visas/visa-information-resources/wait-times.html>.

Please read carefully through the U.S. Embassy website to bring the necessary documentation.

International Travel to Your Host Family

GreatAuPair will arrange your travel to your host family's nearest airport where your host family will pick you up. You will receive detailed information via email, which will include a copy of your flight itinerary. Make sure you review and print your flight itinerary before your trip is scheduled to begin.

Pre-Departure Check List

The time before your departure should be spent wisely. You will depart sooner than you think! Start working on the following pre-departure check list to stay organized.

- Visit your dentist and doctor for routine check-ups and prescription refills. Your Accident and Travel Insurance will not cover routine check-ups and refills!
- Apply for an International Driver's License (see next section)
- Per your Au Pair Agreement, please bring a minimum of \$500.00 with you to the United States. This gives you enough until your first weekly stipend plus a cushion for emergencies, or unexpected purchases.
- Make copies of your passport, driver's license, international driver's license, DS-2019, etc.

International Driver's Permit

GreatAuPair requires you to have both a government issued driver's license AND an international driver's permit by the time you arrive to the United States, if you plan to drive while on program. You may need to show both your license and an international driver's permit to drive a car and be added to your host family's automobile insurance policy.

An international driver's permit does not replace a government issued driver license. Rather, it is its official translation.

- You must carry and show both documents when driving in the United States.
- You can only get an international driver's permit in the country that issued your license.
- An international driver's permit is never valid in its country of issue.
- You may be unable to legally drive in the United States without an international driver's permit.

An international driver's permit is an important part of obtaining a state license. GreatAuPair does not allow you to rely on your international driver's license to drive in the United States.

Before departing from your home country to begin your au pair program in the United States, contact the authorities of the country that issued your driver license, or its motoring association, to obtain an international driver's permit.

Your Host Family and New Community

Arrival and Post Arrival

Your host family will pick you up at the local airport. This will be a very exciting time and one you and your host family have been looking forward to. It is important to remember to take care of yourself and ease into the next few days. You will have a responsible adult with you the first three days in the United States, as you get to know your surroundings. Take advantage by getting plenty of rest, stay hydrated and eat healthy.

Your Local Childcare Coordinator (LCC)

Your main point of contact in the United States will be your Local Childcare Coordinator who lives within an hour's drive of your host family's home. S/he will be very excited to meet you! Your LCC's most important role is to help you and your host family both have a successful and enjoyable year and to support you throughout your time on program.

Your LCC is able to offer incredible support and resources and will:

- Visit you and your host family within two weeks of your arrival at the host family's home.
- Help you to find ways to connect with others.

- Provide you with information on community resources, such as local educational options and public transportation.
- Organize monthly local social and cultural events for au pairs.
- Maintain close contact with you and your host family during the year, including monthly calls.
- Encourage effective communication and issue resolution for you and your host family, if necessary.

Work Schedule, House Rules, and Expectations

Your host family will go over your work schedule and will explain the house rules. Please ask your host family to provide both in writing. Ask what your host family expects from you, for instance, in regards to childcare, activities with the children, when to access the laundry area for personal use, etc.

It is very important to exercise open communication from the beginning. This is very standard in American culture. It is expected that you ask questions and it is not seen as rude. If you do not understand, always ask your host family to repeat the question or to write it down. To avoid any miscommunication, do not say YES if you do not understand what they are asking. Use a translation tool as needed.

Children's Safety

It is your priority to keep the host children safe at all times. THIS IS MOST IMPORTANT. Discuss safety with your host family very thoroughly. The emergency phone number for doctors or other contacts should be kept next to the phone or on the refrigerator. In case you have a cell phone, save all emergency contacts in your address book.

NEVER leave children unattended. This includes, but is not limited to, inside the house, yard, bathtub, playground, car, etc. You are not to allow children to play outside unless you are also present.

GreatAuPair highly recommends you to refresh your CPR and First Aid Training prior to your arrival in the United States.

Helpful and Valuable Information

Homesickness, Cultural Shock, and Fitting In

It is not uncommon for an au pair to feel homesick or experience culture shock. You may experience a period of frustration and feelings of confusion after arriving to the US in the effort to adjust to your new surroundings. Please remember that these feelings are perfectly normal. It is very important to maintain confidence in yourself. Follow your ambition and continue with your plans for the future. Be proud of yourself! Not everyone has the determination to leave his or her home country for a 12-month period. Your au pair year will be amazing and the memories priceless.

Money Management

It is very common in the United States to pay with debit or credit card rather than cash. Consider opening a checking account at a local bank for easier financial transactions.

Emergency Funds

As stated earlier, please have at least \$500 at the beginning of your program year so that you have enough money available in emergency situations and for vacation time.

Opening a Bank Account

U.S. financial institutions are required to verify the identity of every individual who opens a bank account. In compliance with federal regulations, all banks operating in the U.S. have established Customer Identification Programs (CIP) that they are to follow for anyone who seeks to open an account. While the specifics of the CIP may vary from one bank to another, Department of Treasury regulations set forth the following minimal information that the banks must obtain from you before allowing you to open an account:

1. Your name
2. Your date of birth
3. Your street address (no P.O. Box)
4. An identification number

The regulations clarify that for a non-U.S. person the identification number shall be one or more of the following:

- A taxpayer identification number (see below);
- Passport number and country of issuance;
- Alien identification card number;
- Or number and country of issuance of any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

It is important to remember that banks establish their own customer identification programs and may ask for additional documentation than is described above because they are ultimately responsible for establishing the identity of their customers.

Documents you should take with you to open your account:

- Your unexpired passport
- Your I-94 printout (<https://i94.cbp.dhs.gov/I94/#/home>)
- Your DS-2019
- Any secondary form of identification you may have
- Program Acceptance Letter from GreatAuPair

Taxpayer Identification Numbers

Banks are required to report any earnings you receive on interest earned on your account. For this reason, they will ask you for a taxpayer identification number such as the Social Security Number (SSN) issued to those who work or the Individual Taxpayer Identification Number (ITIN) issued by the Internal Revenue Service to individuals who are not eligible for a Social Security Number. Although banks prefer that you have one of these numbers, you should be able to open a bank account without one. We recommend that you apply for your Social Security Number as soon as possible. As a J-1 visitor you are eligible to apply for a SSN. If you applied for the SSN before attempting to open a bank account, you should bring a copy of the receipt notice with you. The receipt notice can serve as additional documentation to establish your identity. As soon as you receive your SSN, you should inform your bank.

Applying for your Social Security Number

GreatAuPair advises you to wait at least 24-48 hours after your arrival to the United States before applying for Social Security Number (SSN).

Search for the Social Security office near you at: <https://secure.ssa.gov/ICON/main.jsp>

Be sure to bring the following documents with you to the Social Security office:

- Your passport
- Your I-94 arrival record, which can be printed by visiting this website: <https://i94.cbp.dhs.gov/I94/#/home>
- Your DS-2019 form
- The program acceptance letter that you received from GreatAuPair

You can fill out an application at the Social Security office or you can complete it ahead of time to take with you. You may print it from here: <http://www.socialsecurity.gov/forms/ss-5.pdf>

GreatAuPair recommends that you make a copy of your Social Security card, as well as any other

important documents related to your participation in the au pair program, for safekeeping. Store all of your documents in a safe place.

Grievance Procedures

What to Do If You Have Questions or Concerns

While in the United States, the following procedure should be followed if you experience a problem while participating in the program:

1. If you're unhappy with a situation or event, or you do not understand what is expected of you, the first step is to talk with your Host Family.
2. If the problem persists, you should advise your Local Childcare Coordinator verbally and/or in writing.
3. In the event you're unable to reach your LCC and the issue is an emergency, you should contact a Regional Manager at 321-250-1761 or 312-789-4570 during regular business hours (Monday – Friday between 8:00 am and 5:00 pm Central Standard Time).

For any matters concerning your health, welfare or safety **AFTER HOURS** or on **WEEKENDS**, please contact GreatAuPair's Emergency Line at 1-512-669-5496. The responsible on call manager will assist you. Emergency situations include a fear for your safety or if you have been harmed or experienced a major/life threatening health issue. Non-emergency calls will be addressed during regular business hours the following business day.

Travel and Accident Insurance

GreatAuPair USA provides every au pair with a Travel and Accident insurance policy for the duration of your program participation. If you need medical attention, you will have insurance coverage for injuries and sudden illnesses that may occur while you are abroad. Your policy includes up to \$100,000 in coverage for each injury or illness. This policy utilizes the [First Health Preferred Provider](#) hospital and physician (PPO) network for the purpose of delivering quality health care at reasonable fees.

Please keep in mind that insurance in the United States works differently than in your home country. It is important to learn which benefits are covered by your travel insurance. **Your insurance does not cover routine check-ups, vaccinations, or treatment of pre-existing conditions. Therefore, GreatAuPair highly recommends that you visit your doctor and dentist prior to your departure for your annual check-ups and bring any prescription medication for the entire year.**

Insurance Enrollment Confirmation

GreatAuPair enrolls every au pair under the same insurance policy within 1-2 weeks before their program is scheduled to begin. Once the enrollment has been submitted, the au pair will receive an enrollment confirmation email from [Administrative Concepts, Inc. \(ACI\)](#) containing the following information:

- **Your Member ID Number**
- **Your Policy Number**
- **Your Effective Dates of Coverage**
- **How To Obtain Your ID Card / Confirmation of Coverage:** Print and carry this card with you at all times while on your international program. No ID card will be mailed to you.
- **Creating Your Online Account:** Please allow 24-48 business hours after you receive the enrollment confirmation to create your online account.
- **Additional Details of Coverage:** Visit <https://info.visit-aci.com/GreatAuPair/> to access a Summary of Benefits, print your ID card, download a claims form, and link to the Member Portal.

Save your enrollment email for future reference as it is important to be fully informed about your available insurance benefits, options, and associated costs.

Insurance Member Portal

It is highly recommended that you create your account on the ACI Member Portal by going to <http://www.visit-aci.com/> and clicking on the "Member Login" button at the top of the page. As a registered user on the Portal, you have 24/7 access to view or print your insurance ID card, policy brochure, submit claim forms and check on the status of any outstanding claims.

Common Insurance Questions

Q. If I get sick or injured, what should I do?

A. If you need to receive treatment, it is recommended that you use the First Health Network U.S. Provider Search Tool at <http://www.myfirsthealth.com/> to find a list of doctors and clinics in your immediate area. You may also call the ACI Customer Service team at **1-888-293-9229** or email aciclaims@visit-aci.com for any questions you may have regarding your medical care choices. Regular business hours are Monday through Friday from 7:00 am-8:00 pm Eastern Standard Time. Outside of regular business hours, you can contact Team Assist at **1-855-327-1411** to assist you with physician referrals.

In the United States you may use an Urgent Care Center, Walk-in Clinic, Primary Care Physician, CVS Minute Clinics, Walgreens Take Care Clinics, Walmart Clinics, Target Clinics or Kroger Clinics for the following sort of illnesses:

colds, coughs, urinary tract infections, pink eye, stomach aches, ear infections, sore throat, headaches, sinus infections, upper respiratory infections, diarrhea/nausea/vomiting, cold sores, insect bites, rash/skin irritations, seasonal allergies, flu, head lice, ringworm and other like illnesses. The same is true for sports injuries, minor cuts, sprains and strains, simple fractures or minor burns.

With the exception of the Primary Care Physician, you do not generally need appointments to seek medical treatment.

Q. Will I receive an insurance identification (ID) card?

A. You will receive a link to download your insurance ID card in your enrollment confirmation email. You will also be able to view and print your ID card after you create your ACI online account. Carry this ID card with you at all times and be sure to present it to the medical provider if you need to seek treatment. This will ensure that the bill will be sent to ACI and will enable them to properly identify you as a covered participant under this insurance policy.

Q. What does the insurance cover?

A. The insurance covers 100% of the Preferred Allowance for Preferred Providers and 100% of Usual and Customary Charges for Out-of-Network Providers. There is no deductible and coverage offers up to \$100,000 in benefits.

Q. What is a deductible?

A. Deductible means the amount of eligible covered expenses which are the responsibility of each insured person and must be paid by each insured person before benefits under the policy are payable by the insurance company. Under your insurance policy, participants should not be required to pay anything upfront. If for some reason a participant seeks treatment without using the insurance and they pay for the services out of pocket, the member can file a claim for reimbursement as long as the

services are covered under the policy (refer to your Summary of Benefits).

Q. What if I need to be hospitalized?

A. The insurance company should be notified if you are admitted to a hospital. In the event of hospitalization, please contact AXA Assistance by phone at 855-327-1414 (collect calls accepted) or email medassist-usa@axa-assistance.us.

Au pairs should avoid going to an Emergency Room unless their condition is life threatening. Life threatening means the illness will likely result in death of the au pair. This could include major head trauma, chest pain, loss of consciousness, seizures and difficulty breathing.

Three key reasons **not to use** the Emergency Room:

- If you seek medical care for an illness that is not deemed to be an emergency, you may be responsible for expenses regardless of the level of your insurance coverage.
- Typically, you will wait a long time to receive treatment at an Emergency Room.
- An Emergency Room is for those with true emergencies. It is important to keep medical coverage available for those situations. Please do your part!

Of course, if you are experiencing a true, life threatening emergency, treatment should be sought at an Emergency Room.

Q. If I am injured in an auto accident, will I be covered?

A. Yes. However, first, you and your host family must file a claim with the auto insurance. Payment will be made for the medical expenses that are not covered by the auto insurance, up to the plan coverage limits. Only medical expenses are covered. Host families are responsible for adding you to their auto insurance with a minimum of \$50,000 in medical coverage.

Q. Am I covered for a pre-existing condition?

A. No. All pre-existing conditions are excluded from coverage. Pre-existing condition means an illness, disease, or other condition of the insured person within 365 days prior to the insured person's coverage became effective under the policy: 1) first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or 2) required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or 3) was treated by a doctor or treatment had been recommended by a doctor.

Q. Are prescription medications covered?

A. Yes. Prescription medications are covered by reimbursement only. First, you will have to pay the pharmacy when you drop off your prescription from the doctor. Then, you must submit a claim form

to ACI. A claim form can be accessed from your ACI Member Portal. Prescription medications for pre-existing conditions are not reimbursable.

You may download a free pharmacy discount card to save money on all FDA-approved prescription medications. The card is pre-activated and ready to use right away at the majority of U.S. pharmacies everywhere. Just show the card to your pharmacist every time. Get your free prescription savings card by going here: <http://www.npsncard.com/>

Q. Is there coverage for dental treatment?

A. Yes, but it is limited to accidental dental charges for emergency dental repair or replacement to natural teeth damaged as a result of a covered injury. With respect to Palliative Dental, an eligible dental condition shall mean emergency pain relief treatment to natural teeth up to \$500 (\$250 maximum per tooth).

Q. Will the insurance pay for me to visit an eye doctor?

A. Yes, when due to a covered injury or illness (for example; an eye infection or eye injury). Per policy, eye examinations, eye refractions, eyeglasses, contact lenses, prescriptions or fitting of eyeglasses or contact lenses, vision correction surgery, or other treatment for visual defects and problems are excluded.

Q. What is the claim submission procedure?

A. You must submit a completed claim form for any benefits to be paid. Claim forms can be obtained by going online to <http://www.visit-aci.com/> or calling (888) 293-9229. Be sure to complete the form in its entirety. Failure to do so will result in a delay in claim payment. Allow two weeks for claim processing. If you receive correspondence from the claim office, please respond promptly. Notification of injury or sickness must be provided within 30 days after the date of accident or commencement of sickness. Bills must be submitted within 90 days of treatment.

The email and mailing address for claims submissions are listed on your insurance ID card.

Q. What is the Emergency Medical Reunion benefit?

A. If an au pair is hospitalized for more than 6 consecutive days due to a covered injury or sickness, the insurance company will reimburse for round trip economy-class transportation for one individual selected by the au pair, from the au pair's current home country to the location where the au pair is hospitalized. Inquiries about this benefit should be made to the Travel Assistance Provider, AXA Assistance, by phone at 855-327-1414 (collect calls accepted) or email medassist-usa@axa-assistance.us.

Q. What is the Trip Interruption benefit?

A. An au pair may be eligible for reimbursement of a round trip economy air and/or ground transportation ticket if their program is interrupted as a result of:

- the death of a family member; or
- the unforeseen Injury or Sickness of the Insured Person or a family member. The Injury or Sickness must be so disabling as to reasonably cause a trip to be interrupted.
- a medically necessary covered Emergency Medical Evacuation to return the Insured Person to his or her Home Country or to the area from which he or she was initially evacuated for continued treatment, recuperation and recovery of an Injury or Sickness.

Inquiries about this benefit should be made to the Travel Assistance Provider, AXA Assistance, by phone at 855-327-1414 (collect calls accepted) or email medassist-usa@axa-assistance.us.

Q. Will I receive insurance coverage during my extension program?

A. Yes, all au pairs will be automatically enrolled prior to the start of their extension program. A new welcome package will be emailed at that time.

Q. Will I be covered during my 30-day grace period travel month?

A. In order to have insurance coverage during their travel month, au pairs must purchase extended insurance. You will have the opportunity to purchase insurance for your travel month at the time you submit your return flight request.

Education Component

The Au Pair Program requires that all exchange visitors must complete 6 academic credits or its equivalent at a post-secondary accredited institution.

Host families are required to contribute up to \$500 towards the cost of education. Au pairs can fulfill the educational component in different ways. The class choice(s) will depend largely on the educational opportunities within the host community as well as the au pair's work schedule. LCC's will be prepared to advise their au pairs on acceptable post-secondary accredited institutions and course offerings in their community. These options should be discussed during the Arrival Orientation or the first au pair monthly meeting.

Please use the following link to research acceptable institutions in your area:

<http://ope.ed.gov/accreditation/Search.aspx>

It is important to click on each institution to verify that it is still accredited. The advisor for international students can guide the au pair through what courses are available, cost, and how the class(es) count toward the required education component.

Below is a list of class types that are available to au pairs. They can use any combination of hours, credits, or CEUs as long as they add up to the required number of credit hours.

Au pairs should always check with the school Admissions Office prior to signing up for a class to ensure the Department of State requirements are met.

Au pairs are not permitted to participate in online courses to meet the educational requirement.

Non-credit

Non-credit classes may be offered at some colleges and universities. These classes can sometimes be a less expensive option than taking a class for credit. Grades may or may not be assigned upon completion of the class. Recognition for completing the class is at the discretion of the instructor. Transcripts should reflect the correct and total classroom hours for any non-credit class taken.

CEU

Generally, one CEU (continuing education unit) is defined as ten hours of participation in a recognized continuing education program or workshop, with qualified instruction and sponsorship. Here are a few examples:

<http://www.aupairclasses.org/>
<http://www.liu.edu/cwpost/aupair>
<http://silverbayaupaircourse.com/dates/>

Proof of Coursework Completion

A Coursework Completion form will be provided by GreatAuPair and must be completed by the au pair. All proof of education must state the au pair's name, school attended, course title, and number of

credits/hours earned. Additionally, one or more of the following documents can be used to verify completion of education credits/CEUs/hours:

- Letter from the school or program on letterhead
- Completion certificate from the school or program
- Official school transcript record

If an au pair does not provide proof that his/her education requirement has been met, they will be ineligible to receive a program completion certificate from GreatAuPair and will not be permitted to participate in the extension program.

Vacation

You will receive 10 vacation days per year. Vacation time is accrued, which means you earn one vacation day per month starting after the third month in the country. The vacation days can be taken together, or separately; however, always check with your host family first before planning your vacation to ensure it is mutually convenient. Note: Your host family does not need to agree to any vacation if you have not accrued the time.

Visa and Travel Information

J-1 Visa

Au pairs arrive in the United States with a J-1 visa. The visa is a full-page stamp in their passport that says "J-1 Visa United States of America" across the top. On the left side there is a photograph, and next to this is the name of the city where it was issued, name and passport number. Under "Entries," it should read "M" for multiple entries, meaning the passport owner does not have a limit imposed on how many times they may travel outside the United States and return while the visa remains valid. GreatAuPair permits au pairs to travel outside the country for a period of no more than 30 days, unless advance permission has been granted by GreatAuPair.

There will also be an issue date and an expiration date listed on the visa page. Generally, the expiration date should be approximately one year from the issue date, although it may not always correspond with the au pair's program end date listed on the DS-2019 form. A J-1 visa will typically expire before the au pair's program end date, based upon when it was originally issued. This does not mean that the au pair must return home before completing their program. It only means that they may not travel outside the United States and return with an expired visa. Therefore, it is very important to make sure that the visa will still be valid when planning to re-enter the United States. If the visa has expired, the au pair may not be allowed to re-enter the United States, even with a valid DS-2019 form.

Lost Passport

If your passport is stolen, you need to file a police report immediately. You also need to contact the nearest embassy or consulate of your home country to start the passport replacement process.

You can stay in the United States to finish your program without having to replace your visa; however, you would NOT be able to travel outside the United States if you are planning to re-enter the United States.

In order to re-enter the United States, you need a valid visa. A visa can only be replaced in your home country and there is no guarantee a visa would be granted, even though your original one had not expired.

Travel Outside of the United States

In order to travel outside of the country, a signature for travel validation must be provided on the au pair's DS-2019 form by a GreatAuPair Responsible Officer (RO) or Alternate Responsible Officer (ARO). The validation period is good for one year so it will cover the remaining length of the au pair's initial program year. Without this validation, the au pair may not be allowed to re-enter the United States even if carrying a valid passport with an unexpired visa.

GreatAuPair recommends that the DS-2019 form be sent to the RO/ARO's office at least 3-4 weeks prior to any planned travel dates. If rush return service is necessary, au pairs must include a self-addressed, postage paid return envelope (USPS Priority is recommended). For specific office locations on where to mail the DS-2019 form, please contact your Local Childcare Coordinator.

When traveling to another country, au pairs need to check the current entry requirements for that country. Some countries may require a visitor or transit visa, so you should check with the consulate of the country where you plan to travel. Information on how to obtain a visa will be available on the consulate's website.

General Tax Information for Au Pairs

Taxes can be confusing, so GreatAuPair has prepared this general tax guide to help answer questions and provide instructions on filing your taxes on time. GreatAuPair cannot be held responsible for the interpretation of the information within this document, or any changes to IRS rules or forms that may occur. Neither GreatAuPair, nor its LCCs, can provide any official tax advice. We recommend that you contact a tax professional if you have specific questions regarding your personal tax situation.

What is the IRS?

The Internal Revenue Service, or IRS, is the U.S. Government agency responsible for tax collection and tax law enforcement.

Will I owe taxes on my weekly stipends?

Because the IRS considers you to be an “employee of the host family”, the weekly au pair stipend is considered to be taxable as earned wages. Earned wages are the amount of money that you receive weekly from your host family. You will owe taxes if you have earned more than the personal exemption amount for the current year.

Why do I need to file taxes?

In the United States, the law requires you to file a tax return and to report earnings made during a calendar year. If you choose not to file taxes it could prevent you from obtaining a visa in the future. If you are planning to apply for a U.S. visa in the future or a change in status, you may be required to pay any unpaid taxes plus penalty and interest charges.

When do I need to file a tax return?

A federal U.S. tax return for income earned during a calendar year should be filed with the IRS no later than the April Tax Day deadline of the following year. This should be submitted to the IRS along with payment for any taxes owed. (For example: on April 15, 2019, tax returns are due for stipends (wages) earned between January 1, and December 31, 2018). If you do not file by the deadline of April 15, 2019 you may be subject to a penalty as well as interest on the tax owed.

How do I calculate my earned income for a calendar year?

You should keep a record of the weekly stipend payments you received from your host family(ies) during the calendar year. Use a spreadsheet to record the date and amount of your stipends. Calculate the total amount of your weekly stipends earned during the calendar year to determine your U.S. source income earned for the year.

How much tax do I owe?

The amount of income tax you may owe depends on when you arrived in the U.S. Most au pairs who have been in the US for at least 21 weeks in a calendar year will meet the minimum requirement to

pay taxes. You are **not required to file** a U.S. federal individual income tax return if your U.S. source income is an **amount less than the personal exemption amount** (Refer to Publication 501).

Additional Resources

IRS information for au pairs: <http://www.irs.gov/Individuals/International-Taxpayers/Au-Pairs>

Tax preparation services are available, however, GreatAuPair cannot affirm performance of these services.

- <https://www.hrblock.com/>
- <https://www.esmarttax.com/>
- <http://www.rttax.com>
- <http://www.taxback.com>
- <http://www.taxact.com/>

We hope that this information is useful for your tax planning purposes. If you have questions, please consult the resources listed in this guide for your specific situation.

Please note: While federal income tax is required, you may also be required to pay state income tax depending on the state tax laws in which you lived when you received your weekly stipend. As each state has different tax laws, it will be important for you or your host family to check on your state's tax revenue website for specifics. Some online tax services have a combined service for Federal and State tax filing, such as those listed above.

The Extension Program

Do you love your host family? Not ready to go home yet? Then extend together!

It couldn't be any easier. Extending with your current host family is the perfect way to keep a good thing going! GreatAuPair offers an extension program of 6, 9 or 12 months so au pairs can stay in the United States for a total of up to 24 months. An extension application can only be made once so it is important to think carefully about the extension program length before submitting your request. For example, if you choose the 9-month extension period, you cannot later change your mind and stay for 12 months.

Extension Program Requirements

Au pairs that choose to extend must be in good standing on the program and must have completed their 6 semester hours of study at an accredited post-secondary institution at the time of the extension application. The Department of State charges a processing fee of \$367 when filing an au pair extension. This extension fee is the responsibility of the au pair. The fee is due when the au pair submits the extension application and is non-refundable.

Au pairs will be required to submit their extension application by the published deadline that corresponds with their U.S. arrival date. There are no exceptions made if you miss your deadline date as the Department of State will not accept late extension applications. GreatAuPair recommends that au pairs submit their extension application by the 9th month in their program year in order to allow plenty of time for processing and any unforeseen delays.

Extension Options

Au pairs are given the choice of extending with their current family or matching with a new family for their extension program. We recommend that you talk to your host family and make the decision that is best for both parties. Many au pairs and host families find that extending together allows for an even stronger experience the second year! An extension period allows you to continue to build on your relationship and enjoy what you have established together.

Sometimes au pairs may want to experience a different part of the country by matching with a new family. If that is the case, you and your host family can move forward with the knowledge that you have established a friendship that will last a lifetime. Whatever you decide, GreatAuPair is here to take care of all the details.

Travel During the Extension Term

If an au pair's extension application is approved by the U.S. Department of State, this means that they are legally allowed to remain in the United States for up to an additional 6, 9, or 12 months to continue the GreatAuPair program. An extension of stay is for continued participation in the au pair program. However, the J-1 visa in the au pair's passport is at most a one-year visa. This means that during the extension term, it is likely that the au pair's visa will have expired. In most cases, you need a valid visa to enter the United States.

With some exceptions, au pairs cannot exit and re-enter the United States during the extension year after the expiration of their J-1 visa. The exception is a process known as [automatic visa revalidation](#), which entitles many nonimmigrants to travel to Canada, Mexico and islands adjacent to the U.S. for up to 30 days. Adjacent islands include Saint Pierre, Miquelon, Cuba, The Dominican Republic, Haiti, Bermuda, The Bahamas, Barbados, Jamaica, The Windward and Leeward Islands, Trinidad, Martinique, and other British, French and Netherlands territories or possessions in or bordering on the Caribbean Sea. If a visa is required to enter Canada, Mexico or any of the adjacent islands, the au pair is responsible for applying for the correct visa type. Extension au pairs may also travel freely to Puerto Rico and the U.S. Virgin Islands (U.S. territories with no immigration and customs). When traveling outside the United States or to U.S. territories during the extension term, au pairs should bring the following documents: valid DS-2019 form that has been authorized for travel by GreatAuPair, I-94 admissions record, and valid passport with J-1 visa. A copy of these documents should be made and left with the au pair's host family before departing.

Visa Renewal

GreatAuPair does not recommend that au pairs travel outside of the U.S. during their extension program. If travel becomes absolutely necessary during this period of time, host families and au pairs should carefully review the following information in advance of planning any trips.

- An extension au pair wishing to travel outside of the U.S. must either return to the U.S. while their current J-1 visa is still valid or apply for a new J-1 visa in their home country before re-entering the United States.
- If an au pair attempts to apply for a new J-1 visa, they should plan to return to the U.S. before their original J-1 visa expires; which means that the trip should be completed before the au pair's first program year ends. Au pairs will not be able to re-enter the U.S. with an expired J-1 visa.
- An au pair's extension request must first be approved by the U.S. Department of State to apply for a new J-1 visa. Then, the au pair must make an appointment at a U.S. embassy or consulate outside of the United States, preferably in the au pair's home country. GreatAuPair cannot set up an appointment for an au pair and has no ability to affect scheduling appointments at the U.S. embassy in any way. Information for U.S. embassies abroad can be found at <https://www.usembassy.gov/>.

- Au pairs and host families should be aware that it can sometimes take several weeks to obtain an appointment at the U.S. embassy. Availability of appointments can vary throughout the year depending on demand at that specific U.S. embassy. To receive an estimate on wait times, please visit <https://travel.state.gov/content/travel/en/us-visas/visa-information-resources/wait-times.html>.
- In order to apply for a new a J-1 visa, an extension au pair must bring certain documents to their embassy appointment, including their DS-160 visa application, valid passport and the new DS-2019 form that the au pair will receive from GreatAuPair after the U.S. Department of State has approved the extension. The new DS-2019 form will reflect the revised program end date based on the extension term that the au pair has selected. Additional documents may be required for the appointment and can be found on the U.S. embassy website when the au pair schedules the appointment.
- GreatAuPair cannot guarantee the approval of a J-1 visa. Any au pair who applies for a J-1 visa risks the possibility of being denied. Even though an au pair has been approved by the U.S. Department of State to extend their original program, the visa approval is at the discretion of the presiding embassy officer who interviews the au pair. GreatAuPair has no influence over this process.
- GreatAuPair will not be responsible for any costs incurred by a J-1 visa denial or delay. Host families should be aware that they could experience breaks in childcare due to the visa application and approval process.
- There is a non-refundable fee to apply for a J-1 visa. The fee is paid directly to the U.S. embassy and the au pair is responsible for covering this cost, just as they were for their initial visa application. This fee may vary from country to country and can be found on the U.S. embassy website.
- In the case of an emergency and/or sudden need to return home during the extension term (i.e. death/sickness of parent or relative), the au pair will need to visit the U.S. embassy in their home country to apply for a new J-1 visa before they can return to the U.S. Their return date will depend on how long the au pair must wait for their appointment at the U.S. embassy and whether a new visa is issued. As indicated above, it can sometimes take several weeks to obtain an appointment at the U.S. embassy. Au pairs who return home for an emergency are strongly encouraged to schedule the appointment date as soon as travel plans are made.
- GreatAuPair recommends that an au pair apply for the J-1 visa at the U.S. Embassy in their home country. If an au pair attempts to apply somewhere other than their home country and is denied, the au pair may not be able to re-enter the United States. The au pair will then be responsible for making their own travel arrangements, including covering all costs incurred, to return to their home country.

An au pair traveling to their home country at the end of their first program year may have trouble re-entering the U.S. if it is close to their J-1 visa expiration date. Therefore, GreatAuPair advises that all extension au pairs returning to the U.S. within 30 days of their J-1 visa expiration date present their

new DS-2019 form to the immigration official at the U.S. port of entry. This is evidence that the U.S. Department of State has already granted extension approval for the au pair to continue their program in the United States. If the au pair is issued a new J-1 visa before returning to the U.S., the au pair should not encounter re-entry problems.

Returning Home

Upon successful completion of the au pair's first program year or extension term, GreatAuPair will be responsible for booking a return flight back to the au pair's home country. A Return Flight Request form must be filled out by the au pair and submitted to GreatAuPair prior to the deadline corresponding to the au pair's program end date. Failure to submit the Return Flight Request by the stated deadline will require the au pair to pay a late fee before their flight can be booked.

If, for any reason, an au pair fails to successfully complete their program year, they are responsible for purchasing their own return flight ticket home.

Travel Month

Au pairs who successfully complete the program are granted a 30-day grace period in which they can travel around the United States. Return flights cannot be requested for a date later than 30 days after an au pair's program end date.

Most J-1 visas will expire by the time the au pair reaches the end of their program. The travel month will still be granted despite an expired visa as the au pair is expected to remain in the United States during this period.

The travel month cannot be taken at the end of the first program year if an au pair is planning to extend their program. It will be granted instead at the end of the extension term.

Program Completion Certificate

Au pairs will receive an electronic Program Completion Certificate after their program end date. If the au pair does not submit the required Coursework Completion paperwork proving that they have achieved their education component, a Program Completion Certificate will not be issued.

EXHIBIT C

July 24, 2020

VIA ELECTRONIC FILING:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL:

GreatAuPair, LLC
12600 Hill Country Blvd, Suite R-275
Austin, TX 78738

RE: PAGA Claims against GreatAuPair, LLC

Dear PAGA Administrator:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, this letter is sent on behalf of Alejandro Padron and on behalf of similarly situated individuals working as au pairs for GreatAuPair, LLC (“Defendant”). Mr. Padron is represented by the undersigned, the law firm of Rukin Hyland & Riggin LLP, and the non-profit law firm Towards Justice.

Defendant GreatAuPair, LLC is a Texas company doing business in California. Defendant recruits, trains, and employs in-home childcare workers who work in the United States on J-1 au pair visas. According to the United States Department of State, approximately 2800 J1 visa au pairs work in California each year. A significant portion of these California au pairs are recruited, trained, placed, and employed by Defendant.

Defendant employs au pairs, including Mr. Padron, by, among other things, training au pairs; communicating with au pairs regarding their maximum work hours, the performance of their job duties, and other terms and conditions of their employment; and maintaining the right to terminate or reassign au pairs. Defendant is an “employer” pursuant to Section 18 of the Labor Code and “employs” au pairs within the meaning of the Wage Order.

Defendant instructs host families to pay a weekly “stipend,” which it describes in its au pair agreement as a weekly payment of \$195.75. On top of this systemic illegal underpayment, Defendant (1) failed to pay overtime after nine hours worked in a day; (2) failed to provide uninterrupted meal periods; (3) take deductions or minimum wage credits—including for meals and housing—that are contrary to California law; (4) failed to keep records of time worked,

breaks taken, or meal and housing credits taken against minimum wage as required by California law; (5) failed to compensate au pairs at all for training time; and (6) failed to provide wage statements with required information about pay, deductions, and withholding.

Mr. Padron is one of Defendant's au pairs in California, where he has worked since October 2019. The au pair agreement he signed with Defendant dictated that he would receive a weekly stipend of \$195.75. Prior to starting he learned his weekly stipend would be \$205.75 per week. He regularly worked continuously for over six hours in a day without being fully relieved of duty for a meal period. He regularly worked between 38 and 42 hours per week, sometimes working up to 45 hours in a week. Mr. Padron has worked 10-hour days with no meal period and without the payment of overtime. Mr. Padron's agreement with Defendant provides that he may work up to 10 hours per day. It does not provide for payment of overtime.

Mr. Padron did not enter into any agreement to credit meals or lodging against Defendant's minimum wage obligations, as required by Wage Order No. 15. As such, the \$205.75 stipend fell far below the minimum wage for 38 to 42 hours of work, and for 45 hours of work. To the extent Defendant seeks credit for the value of any room or board without Mr. Padron's agreement such credit would be any unlawful repayment of wages to the employer and/or an unlawful deduction from wages. Defendant did not pay any overtime pay to Mr. Padron when he worked more than 9 hours in a day. Upon information and belief, Defendant did not maintain any records of Mr. Padron's hours worked, breaks taken, or the value of room and board provided. Defendant did not provide Mr. Padron with any wage statements whatsoever, much less a wage statement itemizing wages earned, hours worked, rates of pay, the name and address of the employer, deductions taken, net wages earned, the inclusive dates of the period, or the name of the employee.

Accordingly, Mr. Padron suffered from the systematic violations described above. Defendant's pay practices violate numerous provisions of Wage Order 15, the Minimum Wage Order, and the Labor Code. Defendant has:

- (1) Failed to pay minimum wage.¹
- (2) Failed to pay overtime pay.²
- (3) Failed to provide meal periods.³
- (4) Failed to timely pay all wages owed.⁴
- (5) Made illegal deductions from wages, or took illegal credits against minimum wage, including for housing and meals.⁵
- (6) Failed to maintain records showing hours worked, breaks taken, and value of room and board provided.⁶
- (7) Failed to provide lawful wage statements.⁷

¹ Labor Code Sections 1194, 1194.2, and 1194.5; Minimum Wage Order.

² Labor Code Sections 1154, 1194, Minimum Wage Order.

³ Labor Code Section 512.

⁴ Labor Code Section 204.

⁵ Labor Code Sections 221 and 224; Wage Order 15.

⁶ Labor Code Sections 226, 226.7, 512 and 1174; Wage Order 15.

⁷ Labor Code Section 226; Wage Order 15.

Plaintiff alleges that these violations are ongoing and continuing and that they affected and continue to affect current and former au pairs who work or have worked for Defendant in California at any time on or after the date that is one year prior to the filing of this letter.

On behalf of our client and similarly aggrieved former and current au pairs employed by Defendant, we request that the LWDA investigate the alleged violations, or provide timely notice to the undersigned if it chooses not to investigate the allegations. By copy of this letter, notice is being provided to Defendant at their corporate offices. Defendant is hereby notified of our client's intent to seek PAGA penalties in the event the LWDA declines to do so.

Please consider this letter as the notice required by California Labor Code § 2699.3.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Helland", written over a horizontal line.

Matthew Helland, Esq.
Nichols Kaster, LLP

cc: Alexander Hood, Esq., Towards Justice
Peter Rukin, Esq., Rukin Hyland & Riggin LLP