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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **COUNTY OF SAN FRANCISCO**

25 KATARZYNA KUDLACZ, individually
26 and on behalf of all others similarly
27 situated,

28 Plaintiffs,

v.

29 CULTURAL CARE, INC., a
30 Massachusetts Corporation;
31 INTERNATIONAL CARE LIMITED, a
32 Swiss Corporation; EF EDUCATION
33 FIRST, INC., a Massachusetts
34 Corporation; and DOES 1 through 25,
35 inclusive,

36 Defendants.

FILED

San Francisco County Superior Court

MAY 27 2020

CLERK OF THE COURT

BY: *Amara Jones*
Deputy Clerk

C.G.C. - 20 - 584567
CASE NO.:

(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

ORIGINAL

FAXED

1 Plaintiff Katarzyna Kudlacz complains against Defendants Cultural Care, Inc. (“Cultural
2 Care”), International Care Limited (“International Care”), and EF Education First, Inc. (“EF
3 Education”) (referred to collectively as “Defendants”) and Does 1 through 25, inclusive as
4 follows:

5 6 INTRODUCTION

7 1. Plaintiff Katarzyna Kudlacz brings this action under the California Labor Code
8 Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”). Through this action,
9 Plaintiff Kudlacz seek to recover civil penalties on behalf of herself and other current and former
10 au pairs for Defendants’ violations of Cal. Labor Code §§ 201–204, 221, 224, 226, 226.7, 512,
11 1174, 1194, 1194.2, 1194.5, the San Francisco Minimum Wage Ordinance, the Industrial
12 Welfare Commission Minimum Wage Order, and Industrial Welfare Commission Wage Order
13 15.

14 2. Defendants recruit, train, and employ in-home childcare workers who work in the
15 United States on J-1 au pair visas. According to the United States Department of State,
16 approximately 2800 J1 visa au pairs work in California each year. A significant portion of these
17 California au pairs are recruited, trained, placed, and employed by Defendants. Defendants are
18 all “employers” pursuant to Section 18 of the Labor Code and “employ” au pairs within the
19 meaning of the Wage Order.

20 3. Defendants’ pay practices violated numerous provisions of Wage Order 15, the
21 Minimum Wage Order, and the Labor Code. Defendants have: (1) failed to pay minimum wage
22 (Cal. Labor Code §§ 1194, 1194.2, and 1194.5; IWC Wage Order; San Francisco Minimum
23 Wage Ordinance); (2) failed to provide meal periods (Cal. Labor Code § 512); (3) failed to
24 timely pay all wages owed (Cal. Labor Code § 204); (4) failed to pay wages upon termination
25 (Cal. Labor Code §§ 201–204); (5) made illegal deduction from wages or took illegal credits
26 against minimum wage, including for housing and meals (Cal. Labor Code §§ 221 and 224;
27 Wage Order 15); (6) failed to maintain records showing hours worked, breaks taken, and value
28 of room and board provided (Cal. Labor Code §§ 226, 226.7, 512 and 1174; Wage Order 15);

1 and (7) failed to provide lawful wage statements (Cal. Labor Code § 226; Wage Order 15).

2 4. Plaintiff challenges Defendants' pay practices and seeks civil penalties for
3 Defendants' violations of the California Labor Code, Minimum Wage Order and the Industrial
4 Welfare Commission Wage Order.

5
6 **THE PARTIES**

7 5. Plaintiff Katarzyna Kudlacz resides in the City and County of San Francisco,
8 California. She worked for Defendants as an au-pair in California from June August or
9 September of 2017 until May 2019.

10 6. Defendant Cultural Care, Inc. is a Massachusetts Corporation doing business in
11 California. Its principal place of business is in Massachusetts.

12 7. Defendant International Care Limited is a company incorporated in the Canton of
13 Zurich, Switzerland.

14 8. Defendant EF Education First, Inc. is a Massachusetts Corporation with its
15 principal place of business in Massachusetts. Education First advertises Cultural Care as one of
16 its "divisions," and holds out the au pair program as one of its "programs."

17
18 **JURISDICTION AND VENUE**

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

22 10. Plaintiff seeks damages exceeding the jurisdictional minimum of this Court.

23 11. Venue in the County of San Francisco is proper under California Code of Civil
24 Procedure section 395.5 because the unlawful conduct at issue in this case occurred in the
25 County of San Francisco. In addition, Defendants conducted and continue to conduct substantial
26 business in this County and their liability arose, in part, in this County.

27 //

28 //

FACTUAL ALLEGATIONS

12. Defendants recruit, train, and employ 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 Defendants.

13. Defendant International Care acts as an employer of au pairs, including Ms. Kudlacz, by, among other things, helping applicants qualify as au pairs, organizing insurance coverage for au pairs, preparing au pairs for their work in the United States, and making travel arrangements for au pairs. Employees of International Care meet with au pair applicants while they are abroad and advise them regarding the terms and conditions of their employment including, but not limited to, the amount of the weekly stipend they will receive as an au pair.

14. Defendant Cultural Care employs au pairs in the United States, including Ms. Kudlacz, 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.

15. Defendant Education First is privately held company with over 40,000 employees and a presence in over 100 countries. Education First advertises Cultural Care as one of its "divisions," and holds out the au pair program as one of its "programs."

16. Defendants operated as an integrated enterprise in the employment of au pairs. For example, International Care and Education First hold themselves out as "Cultural Care Au Pair" in public communications. Education First advertises that it has over 40,000 employees. On information and belief, these three companies' operations are interrelated, they work under common management, and with common ownership or financial control.

17. Defendants are also all direct employers of au pairs, including Ms. Kudlacz, individually and acting as alter egos of one another, because each exercise control over wages, hours, and working conditions, and each engage au pairs.

18. Defendants instruct host families to pay a weekly "stipend," which they currently

1 describe, to both host families and au pairs, as a weekly payment of \$195.75.¹ This “stipend” is
2 part of the annual au pair cost breakdown of \$19,553.25 advertised to host families by
3 Defendants. That \$19,553.25 number includes fees paid to Defendants of \$9,570 and leaves a
4 meager \$9,983.25 per year for au pairs, who work up to 45 hours per week caring for children in
5 homes across California. On top of this systemic illegal underpayment, Defendants (1) fail to
6 provide meal periods after five hours of work; (2) take deductions or minimum wage credits—
7 including for meals and housing—that are contrary to California law; (3) fail to keep records of
8 time worked, breaks taken, or meal and housing credits taken against minimum wage as required
9 by California law; (4) fail to compensate au pairs at all for training time; and (5) fail to provide
10 wage statements with required information about pay, deductions, and withholding.

11 19. Ms. Kudlacz was one of Defendants’ au pairs in California, where she worked
12 from August or September 2017 through May 2019. Prior to starting she was told her weekly
13 stipend would be \$195.75 per week. That amount was rounded up to a flat \$200 per week. She
14 did not receive any additional overtime payments. She regularly worked in the home for 8 or
15 more hours in a day, regularly worked 45 hours in a week, and regularly worked on six
16 consecutive days. Ms. Kudlacz ended her employment in May 2019, and to date has not received
17 the additional wages she is owed.

18 20. Ms. Kudlacz and other au pairs did not enter into any agreement to credit meals or
19 lodging against Defendants’ minimum wage obligations, as required by Wage Order No. 15. As
20 such, the \$200 stipend fell far below the minimum wage for 45 hours of work. To the extent
21 Defendants seek credit for the value of any room or board without Ms. Kudlacz’s agreement
22 such credit would be any unlawful repayment of wages to the employer and/or an unlawful
23 deduction from wages. Each \$200 weekly payment failed to properly compensate Ms. Kudlacz at
24 least the minimum wage for all hours worked that week.

25 21. Although Ms. Kudlacz and other au pairs were able to eat a meal while they were
26

27 ¹ See, e.g., <https://culturalcare.com/pricing/> (“You will pay your au pair directly a minimum
28 stipend of \$195.75 each week.”); <https://www.ef.com/ca/pg/au-pair/> (“The money you earn as an
au pair is a weekly stipend of \$195.75...” (quoted language appears after selecting “read more”
near the top of the page)).

1 working, they remained on duty during those meals. Accordingly, Ms. Kudlacz and other au
2 pairs often worked work periods of five or more hours without being relieved from duty for a
3 meal period.

4 22. Upon information and belief, Defendants did not maintain any records of hours
5 worked, breaks taken, or the value of room and board provided for Ms. Kudlacz and other au
6 pairs. Defendants did not provide Ms. Kudlacz and other au pairs with any wage statements
7 whatsoever, much less a wage statement itemizing wages earned, hours worked, rates of pay, the
8 name and address of the employer, deductions taken, net wages earned, the inclusive dates of the
9 period, or the name of the employee.

10 23. Accordingly, Ms. Kudlacz and other au pairs suffered from the systematic
11 violations described above. Defendants' pay practices violate numerous provisions of Wage
12 Order 15, the Minimum Wage Order and the Labor Code. Defendants have:

- 13 1) Failed to pay minimum wage.
- 14 2) Failed to provide meal periods.
- 15 3) Failed to timely pay all wages owed.
- 16 4) Failed to pay wages upon termination.
- 17 5) Made illegal deductions from wages, or took illegal credits against minimum
18 wage, including for housing and meals.
- 19 6) Failed to maintain records showing hours worked, breaks taken, and value of
20 room and board provided.
- 21 7) Failed to provide lawful wage statements.

22 24. Plaintiff alleges that these violations are ongoing and continuing and that they
23 affected and continue to affect current and former au pairs who work or have worked for
24 Defendants in California.

25 **CLAIM FOR RELIEF**

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

28 25. The allegations of each of the preceding paragraphs are re-alleged and

1 incorporated herein by reference, and Plaintiff alleges as follows a claim of relief on behalf of
2 herself and all other similarly situated, as described below.

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

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

14 28. PAGA permits an aggrieved employee to collect the civil penalty authorized by
15 law and normally collectible by the California Labor and Workforce Development Agency. To
16 address violations for which no penalty has been established, § 2699(f) creates a private right of
17 action for aggrieved employees and a default penalty in the amount of \$100 for each aggrieved
18 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay
19 period for each subsequent violation. *See Cal. Lab. Code § 2699(f)*. Plaintiff hereby seeks to
20 collect these civil penalties for Defendants’ Labor Code violations, as described below.

21 **Failure to Pay Minimum Wages**

22 29. The IWC Wage Orders, California Labor Code §§ 1194 and 1197, and the San
23 Francisco Minimum Wage Ordinance require employers to pay employees at least minimum
24 wage for all hours worked.

25 30. IWC Wage Order No. 15, § 4(A) provides that “Every employer shall pay to each
26 employee wages not less than the following: (1) Any employer who employs 26 or more
27 employees shall pay to each employee wages not less than the following: (a) Ten dollars and
28 fifty cents (\$10.50) per hour for all hours worked, effective January 1, 2017; (b) Eleven dollars

1 (\$11.00) per hour for all hours worked, effective January 1, 2018; (c) Twelve dollars (\$12.00)
2 per hour for all hours worked, effective January 1, 2019; and Thirteen dollars (\$13.00) per hour
3 for all hours worked, effective January 1, 2020.

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

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

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

27 (2) For each subsequent violation for the same specific offense, two hundred
28 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.

33. Defendants have paid and caused Plaintiff and other au pairs to be paid less than less than the Minimum Wage for each hour worked.

34. 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

35. 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.

36. 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 her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

37. 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.

38. 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 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as

1 that part now reads or may be amended to read at any time hereafter, may be paid once a month
2 on or before the 26th day of the month during which the labor was performed if the entire
3 month's salaries, including the unearned portion between the date of payment and the last day of
4 the month, are paid at that time."

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

8 40. Labor Code § 210(a) provides: "In addition to, and entirely independent and apart
9 from, any other penalty provided in this article, every person who fails to pay the wages of each
10 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
11 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars
12 (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or
13 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
14 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the
15 employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil
16 penalty through the issuance of a citation or pursuant to Section 98.3. The procedures for issuing,
17 contesting, and enforcing judgments for citations issued by the Labor Commissioner under this
18 section shall be the same as those set forth in subdivisions (b) through (k), inclusive, of Section
19 1197.1.

20 41. Labor Code § 2699(f) provides: For all provisions of this code except those for
21 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
22 these provisions, as follows: (1) If, at the time of the alleged violation, the person does not
23 employ one or more employees, the civil penalty is five hundred dollars (\$500). (2) If, at the
24 time of the alleged violation, the person employs one or more employees, the civil penalty is one
25 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
26 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
27 violation.

28 42. The weekly stipend Plaintiff and other au pairs received failed to compensate

1 them at least the minimum wage for all hours worked. Accordingly, Defendants failed to timely
2 pay Plaintiff and other aggrieved employees their wages due within the intervals required by
3 Labor Code Section 204.

4 43. Upon resignation or termination, employees were not paid all wages due within
5 the statutory time period. Defendants willfully failed and refused to pay timely compensation and
6 wages for, among other things, unpaid minimum, regular, and overtime wages.

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

11 45. Under California Labor Code § 2699(f)(2), Plaintiff seeks a civil penalty of one
12 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of
13 Labor Code §§ 201 and 203 for Defendants' failure to pay earned wages upon discharge, and
14 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
15 violation of Labor Code §§ 201 and 203.

16
17 **Unlawful Deductions and Credits**

18 46. Labor Code § 221 makes it unlawful for an employer to collect or receive from an
19 employee any part of wages paid to the employee.

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

22 48. IWC Wage Order No. 15, § 10(C), provides, in relevant part, that "Meals or
23 lodging may not be credited against the minimum wage without a voluntary written agreement
24 between the employer and the employee."

25 49. Defendants had no voluntary written agreement with Plaintiff or other au pairs to
26 credit meals and housing against Defendants' minimum wage obligations.

27 50. Defendants' policy and practice of taking a credit against minimum wage
28 obligations for housing and meals violates Section 221, 224, and IWC Wage Order No. 15.

51. 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."

52. 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.

53. Accordingly, Plaintiff seeks to recover civil penalties as set forth above for Defendants' violations of Labor Code §§ 221 and 224.

Failure to Provide Meal Breaks

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

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

1 56. Defendants failed to provide Plaintiff and other au pairs with bona fide meal
2 breaks when they were completely relieved from duty, because Plaintiff and other au pairs
3 remained responsible for the care of the children while they ate their meals.

4 57. By failing to provide Plaintiff and other au pairs with these meal periods,
5 Defendants violated California Labor Code §§ 512 and 226.7.

6 58. Under California Labor Code §2699(f)(2), Plaintiff seeks to recover a civil
7 penalty of one hundred dollars (\$100) for Plaintiff and each aggrieved employee per pay period
8 for the initial violation of Labor Code §§ 226.7 and 512 for failing to provide meal periods, and
9 two hundred dollars (\$200) for Plaintiff and each aggrieved employee per pay period for each
10 subsequent violation of Labor Code §§ 226.7 and 512 for failing to provide meal periods.

11
12 **Wage Statement Violations**

13 59. Pursuant to Labor Code § 226(a) and Wage Order No. 15, § 7, Defendants are
14 required to provide—semimonthly or at the time of each payment of wages—itemized written
15 statements containing all information described in § 226 and IWC Wage Order No. 15,
16 including, but not limited to, the total hours worked by the employee.

17 60. Defendants failed to comply with the Labor Code by knowingly and intentionally
18 failing to provide Plaintiff and aggrieved employees with accurate written statements showing
19 their actual and total hours worked.

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

26
27 **Recordkeeping Violations**

28 62. Pursuant Wage Order No. 15, § 7, Defendants are required to keep accurate

1 information with respect to each employee, including the following: the total hours worked by
2 the employee, meal periods, total wages paid each payroll period, including value of board,
3 lodging, or other compensation actually furnished to the employee.

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

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

15 16 **Attorneys’ Fees**

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

21 22 **Exhaustion**

23 66. On March 20, 2020, pursuant to California Labor Code § 2699.3, Plaintiff sent
24 notice by certified mail to the Labor and Workforce Development Agency (LWDA) and
25 Defendants of the specific provisions of the Labor Code that have been violated, including the
26 facts and theories to support the violations. The LWDA received this notice on the same day,
27 March 20, 2020. *See* Letter from Nichols Kaster, LLP to the LWDA and Defendants attached
28 hereto as Exhibit A. The sixty-five-day time limit for the agency to respond has expired, such

1 that Plaintiff has exhausted his administrative remedies.

2
3 **PRAYER FOR RELIEF**

4 Based on the above allegations, Plaintiff respectfully requests entry of judgment on
5 behalf of herself and other current and former employees against Defendants, as follows:

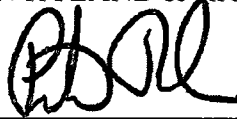
- 6 1. For civil penalties under Labor Code § 2699 in an amount according to proof;
7 2. For prejudgment interest and post-judgment interest as allowed by law;
8 3. For attorneys' fees and costs, as authorized under Labor Code § 2699(g)(1);
9 4. For such other and further relief as this Court deems just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

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs demands a trial by jury.

13 Dated: May 27, 2020

14 RUKIN HYLAND & RIGGIN LLP

15 By: 

16 PETER RUKIN

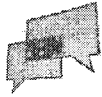
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25 Attorneys for Plaintiff
26
27
28

EXHIBIT A



Nichols Kaster
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March 20, 2020

VIA ELECTRONIC FILING:

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

VIA CERTIFIED MAIL:

Cultural Care, Inc.
International Care Ltd
One Education St.
Cambridge, MA 02141

EF Education First, Inc.
Two Education Circle
Cambridge, MA 02141

VIA REGISTERED MAIL:

International Care Ltd
Selnaustrasse 30
8001 Zürich
Switzerland

RE: PAGA Claims against Cultural Care, International Care, and EF Education First

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 Katarzyna Kudlacz and on behalf of similarly situated individuals working as J-1 visa au pairs for Cultural Care, Inc., International Care Ltd, and EF Education First, Inc. (collectively, "Defendants"). Ms. Kudlacz is represented by the undersigned, the law firm of Rukin Hyland & Riggin LLP, and the non-profit law firm Towards Justice.

Defendants recruit, train, and employ 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 Defendants. Defendants are all “employers” pursuant to Section 18 of the Labor Code and “employ” au pairs within the meaning of the Wage Order.

Defendant International Care Ltd. (“International Care”) is a company incorporated in the Canton of Zurich, Switzerland. It acts as an employer of au pairs, including Ms. Kudlacz, by, among other things, helping applicants qualify as au pairs, organizing insurance coverage for au pairs, preparing au pairs for their work in the United States, and making travel arrangements for au pairs. Employees of International Care meet with au pair applicants while they are abroad and advise them regarding the terms and conditions of their employment including, but not limited to, the amount of the weekly stipend they will receive as an au pair.

Defendant Cultural Care, Inc. (“Cultural Care”) is a Massachusetts corporation doing business in California. It employs au pairs in the United States, including Ms. Kudlacz, 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 EF Education First, Inc. (“Education First”) is privately held company with over 40,000 employees and a presence in over 100 countries. Education First advertises Cultural Care as one of its “divisions,” and holds out the au pair program as one of its “programs.”

Defendants International Care, Cultural Care, and Education First operated as an integrated enterprise in employment au pairs. For example, International Care and Education First hold themselves out as “Cultural Care Au Pair” in public communications. Education First advertises that it has over 40,000 employees. On information and belief, these three companies’ operations are interrelated, they work under common management, and with common ownership or financial control.

Defendants International Care, Cultural Care, and Education First are also all direct employers of au pairs, including Ms. Kudlacz, individually and acting as *alter egos* of one another, because each exercise control over wages, hours, and working conditions, and each engage au pairs.

Defendants instruct host families to pay a weekly “stipend,” which they currently describe, to both host families and au pairs, as a weekly payment of \$195.75.¹ This “stipend” is part of the annual au pair cost breakdown of \$19,553.25 advertised to host families by Defendants. That \$19,553.25 number includes fees paid to Defendants of \$9,570 and leaves a meager \$9,983.25 per year for au pairs, who work 45 hours per week caring for children in homes across California. On top of this systemic illegal underpayment, Defendants (1) fail to pay overtime for hours worked in excess of 5 days in a work week; (2) take deductions or minimum wage credits—including for meals and housing—that are contrary to California law; (3) fail to

¹ See, e.g., <https://culturalcare.com/pricing/> (“You will pay your au pair directly a minimum stipend of \$195.75 each week.”); <https://www.ef.com/ca/pg/au-pair/> (“The money you earn as an au pair is a weekly stipend of \$195.75...” (quoted language appears after selecting “read more” near the top of the page)).

keep records of time worked, breaks taken, or meal and housing credits taken against minimum wage as required by California law; (4) fail to compensate au pairs at all for training time; and (5) fail to provide wage statements with required information about pay, deductions, and withholding.

Ms. Kudlacz was one of Defendants' au pairs in California, where she worked in 2018 and through May 2019. Prior to starting she was told her weekly stipend would be \$195.75 per week. That amount was rounded up to a flat \$200 per week. She did not receive any additional overtime payments. She regularly worked in the home for 9 hours in a day, regularly worked 45 hours in a week, and regularly worked on six consecutive days. Ms. Kudlacz ended her employment in May 2019, and to date has not received the additional wages she is owed.

Ms. Kudlacz did not enter into any agreement to credit meals or lodging against Defendants' minimum wage obligations, as required by Wage Order No. 15. As such, the \$200 stipend fell far below the minimum wage for 45 hours of work. To the extent Defendants seek credit for the value of any room or board without Ms. Kudlacz's agreement such credit would be any unlawful repayment of wages to the employer and/or an unlawful deduction from wages. Upon information and belief, Defendants did not maintain any records of Ms. Kudlacz's hours worked, breaks taken, or the value of room and board provided. Defendants did not provide Ms. Kudlacz 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, Ms. Kudlacz suffered from the systematic violations described above. Defendants' pay practices violate numerous provisions of Wage Order 15, the Minimum Wage Order, and the Labor Code. Defendants have:

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

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 Defendants in California at any time on or after the date that is one year prior to the filing of this letter.

² Labor Code Sections 1194, 1194.2, and 1194.5; Minimum Wage Order.

³ Labor Code Section 204.

⁴ Labor Code Sections 201 and 203.

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.

On behalf of our client and similarly aggrieved former and current au pairs employed by Defendants, 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 Defendants at their corporate offices. Defendants are 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,



Matthew Helland, Esq.
Nichols Kaster, LLP

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):
 Peter Rukin (178336)
 RUKIN HYLAND & RIGGIN LLP
 1939 Harrison Street, Ste. 290, Oakland, California, 94612

TELEPHONE NO.: (415) 421-1800 FAX NO. (Optional): (415) 421-1700

ATTORNEY FOR (Name): Plaintiff Katarzyna Kudlacz

FOR COURT USE ONLY

FILED
 San Francisco County Superior Court

MAY 27 2020

CLERK OF THE COURT

Amagel Jones
 Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister St.

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, CA 94102

BRANCH NAME: Civic Center Courthouse

CASE NAME: Katarzyna Kudlacz, individually and on behalf of all others similarly situated, v. Cultural Care, Inc., a Massachusetts Corporation; International Care Limited, a Swiss Corporation; EF Education First, Inc., a Massachusetts Corporation; and DOES 1 through 25 inclusive.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000)

Complex Case Designation

☐ Counter ☐ Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

C G C - 20 - 584567

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)

Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)

Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
 b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): One

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 27, 2020

Peter Rukin

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

FAXED

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: CULTURAL CARE, INC., a Massachusetts Corporation;
(AVISO AL DEMANDADO): INTERNATIONAL CARE LIMITED, a Swiss Corporation;
EF EDUCATION FIRST, INC., a Massachusetts Corporation; and DOES 1 through 25 inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

KATARZYNA KUDLACZ, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

The Superior Court of California, County of San Francisco
400 McAllister St., San Francisco, CA 94102

CASE NUMBER: (Número del Caso):

CGC-20-584567

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

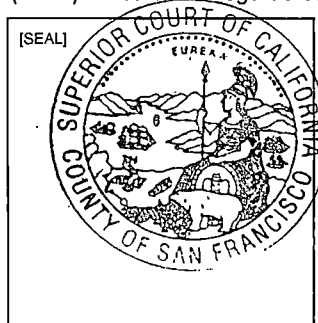
Peter Rukin, RUKIN HYLAND & RIGGIN LLP, 1939 Harrison Street, Suite 290, Oakland, CA 94612; (415) 421-1800

DATE: MAY 27 2020
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date)