



FILED
San Francisco County Superior Court

MAY 14 2024

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

PAULA CATALINA CORREA
CAMPOS and AGATHA MAHER,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

INTERNATIONAL TRAINING
& EXCHANGE, INC. d/b/a
AUPAIRCARE, INC. a California
Company,

Defendant.

Case No.: CGC-21-590812

AMENDED JUDGMENT

1 Judgment is hereby entered in accordance with the terms of this Court's Order Granting
2 Plaintiffs' Motion for Approval of Private Attorney General Act Settlement. For the purposes of
3 this Amended Judgment, the Court hereby incorporates the Amended Settlement Agreement by
4 reference.¹

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

6 The Court hereby approves the Parties' Amended Settlement Agreement as follows:

7 1. All terms used herein shall have the same meaning as defined in the Amended
8 Settlement Agreement.

9 2. The term "Aggrieved Employees" is defined as all current or former au pairs who
10 worked for Defendant in the State of California from January 22, 2020 to December 31, 2022.

11 3. The parties shall effectuate the Amended Settlement Agreement pursuant to its
12 terms.

13 4. The Court finds that the Parties have satisfied the requirements of section
14 2699(l)(2) of the Private Attorneys' General Act ("PAGA") by submitting the Settlement
15 Agreement to the Labor and Workforce Development Agency ("LWDA").

16 5. The Court approves the Parties' Amended Settlement Agreement and the Gross
17 Settlement Amount of \$1,150,000, to be allocated according to the Amended Settlement
18 Agreement.

19 6. In its Approval Order, the Court authorized the following distributions from the
20 Gross Settlement Amount: \$383,333.33 for attorneys' fees to be paid to Plaintiffs' Counsel;
21 \$15,184.09 for litigation costs to be paid to Plaintiffs' Counsel; and settlement administration
22 costs not to exceed \$50,000 to be paid to the Settlement Administrator.

23 7. The portion of the Gross Settlement Amount available after deductions for
24 attorneys' fees, litigation costs, and settlement administration costs is the Net Settlement
25 Amount. The Net Settlement Amount is estimated to be approximately \$701,482.58. The Court

26
27 ¹ The Amended Settlement Agreement is attached as Exhibit A to the Supplemental Declaration
28 of Peter Rukin, filed on June 30, 2023. The Amended Settlement Agreement incorporates an
amendment attached as Exhibit 1 to the Second Supplemental Declaration of Peter Rukin, filed
on July 17, 2023.

1 approves and orders that, of the Net Settlement Amount, twenty-five percent (25%) is to be
2 distributed to the Aggrieved Employees and seventy-five percent (75%) is to be distributed to the
3 LWDA pursuant to section 2699(i) of the PAGA. The twenty-five percent to be distributed to
4 Aggrieved Employees is estimated to be approximately \$175,370.65. The seventy-five percent
5 to be distributed to the LWDA is estimated to be approximately \$526,111.94.

6 8. The Settlement Administrator is directed to calculate the Aggrieved Employees'
7 Individual Settlement Payments and issue payments and notice in accordance with the Amended
8 Settlement Agreement.

9 9. Payments that remain unclaimed thirty (30) or more calendar days after issuance
10 shall be canceled and void. If the amount of undistributed funds remaining with the Settlement
11 Administrator after 180 days would allow for a second distribution of at least \$50 per Aggrieved
12 Employee to the Aggrieved Employees who elected to receive and did negotiate the first
13 payment, a second distribution to those Aggrieved Employees shall be made. Any funds that are
14 not paid to the Aggrieved Employees within two hundred forty (240) days of the first distribution
15 shall be paid to Legal Aid at Work, the approved *cy pres* beneficiary.

16 10. As of April 24, 2024, the total amount of residual funds is \$37,668.41. There are
17 insufficient funds to conduct a second distribution of at least \$50 per Aggrieved Employee.
18 Thus, the Court hereby directs the Settlement Administrator to disburse the residual funds to the
19 designated *cy pres* beneficiary, Legal Aid at Work, in accordance with the Settlement
20 Agreement.

21 11. In consideration of the Gross Settlement Amount, each of the Aggrieved
22 Employees and the State of California release all claims arising on or before December 31, 2022
23 for civil penalties pursuant to PAGA, that were pled or could have been pled based on the factual
24 allegations in the operative Complaint filed in the Action, including specifically, claims for
25 PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay
26 overtime wages, failure to provide compliant meal periods, failure to provide timely wages,
27 failure to provide timely wages upon separation, failure to provide accurate itemized wage
28 statements, failure to maintain accurate payroll records, failure to maintain records of room and

1 board provided, and alleged illegal credits against the minimum wage, including for housing and
2 meals.

3 12. Plaintiffs' Counsel shall submit a copy of this Amended Judgment to the LWDA
4 within ten days after entry, pursuant to Labor Code section 2699(1)(3).

5 13. Without affecting the finality of this Amended Judgment, the Court shall retain
6 exclusive and continuing jurisdiction over the subject matter of this action and the above-
7 captioned parties, all Aggrieved Employees, and the State of California for the purposes of
8 enforcing the terms of the Amended Judgment entered herein.

9 14. This Amended Judgment shall constitute a judgment for the purposes of
10 California Rules of Court, Rule 3.769(h).

11 IT IS SO ORDERED.

12 DATED: May 13, 2024



Ethan P. Schulman
Superior Court Judge

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 14, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: May 14, 2024

Brandon E. Riley, Clerk

By: 

Ericka Larnauti, Deputy Clerk