



FILED
San Francisco County Superior Court

JUL 28 2023

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

ORDER GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT SETTLEMENT

1 After considering the Parties' submissions, and all legal authorities and documents
2 submitted in support thereof, including the Parties' Settlement Agreement and Amended
3 Settlement Agreement ("Settlement Agreement" and/or "Settlement"), and good cause
4 appearing, IT IS HEREBY ORDERED that Plaintiffs' Motion is GRANTED, subject to the
5 following findings and orders:

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

8 2. The Court hereby approves, adopts, and incorporates by reference the terms and
9 conditions set forth in the Amended Settlement Agreement. The Court finds that the Amended
10 Settlement Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
11 effectuate the Amended Settlement Agreement according to its terms. The Court finds that the
12 Amended Settlement Agreement has been reached as a result of informed and non-collusive
13 arm's-length negotiations. The Court further finds that the Parties were able to reasonably
14 evaluate their respective positions. The Court also finds that settlement now will avoid
15 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. The Court has reviewed the monetary recovery being provided as
17 part of the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

18 3. The Defendant shall pay the Aggrieved Employees and the Labor and Workforce
19 Development Agency ("LWDA") pursuant to the procedure described in the Amended
20 Settlement Agreement.

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

23 5. The Court hereby confirms Peter Rukin of Rukin Hyland & Riggin LLP, and
24 Matthew Helland of Nichols Kaster, LLP, as Plaintiffs' Counsel on behalf of Plaintiffs, the State
25 of California, and all Aggrieved Employees.

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 6. No later than January 31, 2024, Defendant shall deposit the Gross Settlement
2 Amount of \$1,150,000 with the Settlement Administrator.

3 7. The Court hereby awards attorneys' fees in the amount of \$383,333.33. The
4 Court finds that the fee award is reasonable in light of the relevant factors under California law
5 and in light of the Settlement reached. The Court also approves payment of litigation costs in the
6 total amount of \$15,184.09.

7 8. The Court confirms the appointment of Analytics Consulting, LLC as the
8 Settlement Administrator. Up to \$50,000 of the Gross Settlement Amount will be paid to
9 Analytics Consulting, LLC, which shall act as the settlement administrator and will distribute the
10 settlement payments to the Aggrieved Employees and the LWDA.

11 9. The Court confirms Paula Catalina Campos and Agatha Maher as the named
12 Plaintiffs.

13 10. Following the deduction of attorneys' fees, litigation costs, and settlement
14 administration costs, the remaining Net Settlement Amount, to be distributed to the LWDA and
15 Aggrieved Employees, is expected to be approximately \$701,482.58.

16 11. The Defendant shall have no further liability for costs, expenses, interest,
17 attorneys' fees, or for any other charge, expense, or liability in this case, except as provided in
18 the Settlement Agreement. The Court further orders, adjudges, and decrees that the named
19 Plaintiffs, as agents and proxies of the State of California, are releasing the claims of the LWDA.
20 Further, the release extends only to penalties available through the Private Attorneys General Act
21 ("PAGA") and does not release the individual claims of the Aggrieved Employees, including any
22 individual claims for unpaid, minimum, overtime, or other wages.

23 12. The payments to Aggrieved Employees shall be made pursuant to the terms of the
24 Amended Settlement Agreement. Pursuant to the Amended Settlement Agreement, if the
25 amount of undistributed funds remaining with the Settlement Administrator after 180 days would
26 allow for a second distribution of at least \$50 per Aggrieved Employee to the Aggrieved
27 Employees who elected to receive and did negotiate the first payment, a second distribution to
28 those Aggrieved Employees shall be made. Any² funds that are not paid to the Aggrieved

1 Employees within two hundred forty (240) days of the first distribution shall be transferred to
2 Legal Aid at Work, a 501(c)(3) non-profit organization (EIN: 94-2783401) dedicated to
3 providing legal services to the indigent, pursuant to California Code of Civil Procedure § 384.

4 13. Pursuant to the PAGA, Cal. Lab. Code sections 2699(1)(2), (1)(4), Plaintiffs'
5 Counsel gave the LWDA notice of the Settlement Agreement on May 10, 2023. The LWDA did
6 not object to the Settlement. The Court finds this notice of settlement complies with the
7 statutory requirements of the PAGA.

8 14. Without affecting the finality of the Judgment or the Settlement, the Court shall
9 retain exclusive and continuing jurisdiction over the above-captioned action and the Parties for
10 purposes of enforcing the terms of the Judgment entered herein.

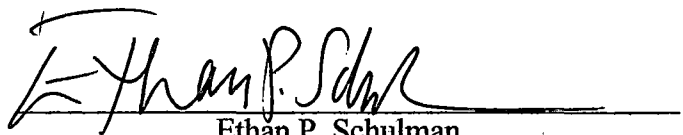
11 15. The claims of Plaintiffs individually and the representative claims brought on
12 behalf of all of the Aggrieved Employees as proxies/agents for the State of California and the
13 LWDA are hereby DISMISSED WITH PREJUDICE.

14 16. Within ten (10) days of entry of this Order, Plaintiffs shall provide to the LWDA
15 a copy of this Order pursuant to Labor Code section 2699(1)(3).

16 17. A status conference is set for May 17, 2024 at 9:00 a.m. No later than May 10,
17 2024, the Parties shall file a status report regarding the distribution of settlement funds,
18 accompanied by a declaration prepared by the Settlement Administrator.

19 IT IS SO ORDERED.

20
21 DATED: July 28, 2023


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 July 28, 2023, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: July 28, 2023

Brandon E. Riley, Clerk

By: _____

Ericka Larnauti, Deputy Clerk