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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL
OF PRIVATE ATTORNEY GENERAL
ACT SETTLEMENT**

*[Concurrently filed with Plaintiffs' Notice of
Motion and supporting papers]*

Date: June 9, 2023
Time: 2:30 p.m.
Dept.: 304

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

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

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

17 3. The Defendant shall pay the PAGA Settlement Members and the Labor and
18 Workforce Development Agency pursuant to the procedure described in the Settlement
19 Agreement.

20 4. The Court hereby confirms Peter Rukin of Rukin Hyland & Riggin LLP, and
21 Matthew Helland of Nichols Kaster, LLP, as Plaintiffs' Counsel on behalf of Plaintiffs, the State
22 of California, and all Aggrieved Employees.

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

1 6. \$10,000 of the Settlement Sum will be paid to the two representative Plaintiffs
2 (\$5,000 each) as a service award in recognition of their service to the aggrieved employees and
3 the LWDA, and the risk incurred.

4 7. Up to \$50,000 of the Settlement Sum will be paid to Analytics Consulting, LLC,
5 which shall act as the settlement administrator and will distribute the settlement payments to the
6 aggrieved employees and the LWDA.

7 8. The Defendants shall have no further liability for costs, expenses, interest,
8 attorneys' fees, or for any other charge, expense, or liability in this case, except as provided in
9 the Settlement Agreement. The Court further orders, adjudges and decrees that the named
10 Plaintiffs, as agent and proxies of the State of California, are releasing the claims of the LWDA.
11 Further, the release extends only to penalties available through PAGA, and does not release the
12 individual claims of the Aggrieved Employees, including any individual claims for unpaid,
13 minimum, overtime, or other wages.

14 9. The payments to Aggrieved Employees shall be made pursuant to the terms of the
15 Settlement Agreement. Pursuant to the Settlement Agreement, if the amount of undistributed
16 funds remaining with the Settlement Administrator after 180 days would allow for a second
17 distribution of at least \$50 per Aggrieved Employee to the Aggrieved Employees who elected to
18 receive and did negotiate the first payment, a second distribution to those Aggrieved Employees
19 shall be made. Any funds that are not paid to the Aggrieved Employees within two hundred forty
20 (240) days of the first distribution shall be transferred to Legal Aid at Work, a 501(c)(3) non-
21 profit organization (EIN: 94-2783401) dedicated to providing legal services to the indigent,
22 pursuant to California Code of Civil Procedure § 384.

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

26 11. The claims of Plaintiffs individually and the representative claims brought on
27 behalf of all of the PAGA Aggrieved Employees as proxies/agents for the State of California and
28 the Labor Workforce and Development Agency are hereby DISMISSED WITH PREJUDICE.

1 12. Within ten (10) days of entry of this Order, Plaintiff shall provide to the Labor
2 and Workforce Development Agency a copy of this Order pursuant to Labor Code section
3 2699(1)(3).

4 13. Final Judgment in this Action is entered in conformity herewith, along with the
5 Settlement Agreement (as modified by this Order and stipulation of the parties).

6 14. In accordance with California Rules of Court, this document shall constitute a
7 final judgment and this Court shall retain exclusive and continuing jurisdiction over the Action
8 and the parties to construe, interpret, implement and enforce the terms of the Settlement
9 Agreement, to supervise and adjudicate settlement administration, and to adjudicate all other
10 post-final judgment matters as appropriate.

11 **IT IS SO ORDERED.**

12
13 DATED: _____

Ethan P. Schulman
Superior Court Judge

PROOF OF SERVICE
STATE OF CALIFORNIA

I am employed in the County of Alameda, State of California; I am over the age of 18 years and not a party to the within entitled action; my business address is 1939 Harrison Street, Suite 925, Oakland, California 94612.

On May 10, 2023, I served the foregoing documents, described as:

- **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL ACT SETTLEMENT**

on the interested parties to said action by the following means:

☐	(By Mail) By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Oakland, California addressed as set forth below.
☐	(By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.
☐	(By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by Federal Express, addressed as shown below.
☐	(By E-Mail) By electronically transmitting the document(s) listed above addressed as set forth below.
☒	(By E-Service) By electronically transmitting the document(s) listed above, by File & ServeXpress to service parties listed.

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Attorneys for Defendant
International Training & Exchange, Inc.
D/B/A AuPair Care, Inc.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 10, 2023, at Corona del Mar, California.

Brigitte A. Butler