

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

*Merante v. American Institute for Foreign Study, Inc. (d/b/a Au Pair in America),
Case No. 3:21-cv-03234-EMC*

YOU MAY BE ENTITLED TO A CASH AWARD

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

***Please read this Notice carefully. It informs you about Your legal rights.
A court approved this notice. This is not an advertisement or solicitation.***

To: All persons who participated in Defendant Au Pair in America's au pair program and who resided with Host Families in California at any time between January 8, 2020 and July 25, 2022.

1. What Is This Notice And Why Did I Get It?

This Notice was sent to inform you that the United States District Court for the Northern District of California has preliminarily approved the terms of a class action and PAGA settlement in a lawsuit filed against American Institute for Foreign Study, Inc. (d/b/a Au Pair in America) by a former au pair named Isabella Savini Merante.

This notice will (1) advise you of the settlement that has been preliminarily approved by the court; (2) advise you of how your rights may be affected by this lawsuit; and (3) instruct you on the procedure for participating, opting out of, or objecting to the settlement.

You are receiving this notice because you were identified as a current or former au pair who participated in Au Pair in America's au pair program between January 8, 2020 and July 25, 2022. This means ***you are eligible to Participate in the settlement of this lawsuit and receive payment under the settlement.***

2. What Is The Lawsuit About?

Plaintiff Isabella Savini Merante filed a lawsuit against American Institute for Foreign Study, Inc (d/b/a Au Pair In America) in the United States District Court for the Northern District of California entitled *Merante v. American Institute for Foreign Study, Inc.* (the "Lawsuit"), Case No. 3:21-cv-03234-EMC). Plaintiff Merante brought a claim for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") alleging that she and other au pairs were not paid as required by California law. Plaintiff also alleges that she and other au pairs did not receive accurate wage statements as required by California Labor Code Section 226.

Au Pair in America denies all of Plaintiff's allegations, and the Court has not made any decision on the merits of Plaintiff's claims. However, in order to avoid the time, expense and uncertainty of additional litigation, the parties have agreed to a settlement of the Lawsuit.

The settlement will resolve all Class Members' Released Claims (described in Section 9, below) for the time period from January 8, 2020 and July 25, 2022. A preliminary approval hearing was held on July 21, 2022 in the United States District Court for the Northern District of California. On July 25, 2022, the Court preliminarily approved the class action settlement reached by the Plaintiff and Defendant (the "Parties") and directed that you and the other Class Members receive this Notice. The Court also preliminarily appointed Plaintiff as the representative of the Class ("Class Representative").

The Court will hold a Final Approval Hearing concerning the proposed settlement on December 15, 2022 at 3:00 p.m. PST , in Courtroom 5 of the United States District Court for the Northern District of California, the Hon. Edward M. Chen presiding, located at 450 Golden Gate Avenue, San Francisco, California, 94102.

3. Am I a Class Member?

You are a Class Member if you participated in Au Pair in America's au pair program and resided with a Host Family in California at any time between January 8, 2020 and July 25, 2022.

4. How Does This Class Action Settlement Work?

In this lawsuit, Plaintiff sues on behalf of other au pairs who participated in Au Pair in America's au pair program and lived with Host Families in California between January 8, 2020 and July 25, 2022. For purposes of this settlement, Plaintiff and these other au pairs are deemed to comprise a "Class" and are "Class Members." The settlement of this lawsuit resolves the inaccurate wage statement claims of all Class Members, except for those who exclude themselves from the Class. Class Members who do not exclude themselves will be deemed "Settlement Class Members," and will be eligible to receive an Individual Class Settlement Payment under the settlement based on their number of Workweeks between January 8, 2020 through the date of preliminary approval.

Persons who choose to exclude themselves from the Class will not receive an Individual Class Settlement Payment, but they will receive a much smaller payment related to the settlement of Plaintiff's PAGA claim only. They will also not be bound by the release of claims under this settlement.

The Court has not decided the Action in favor of Plaintiff or Defendant, or made any determination on the merits of the Action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the Action, all Parties avoid the risks and cost of a trial, and the people affected will receive compensation quickly. Plaintiff and her attorneys think the settlement is in the best interests of the Class. Defendant denies the allegations of wrongdoing and violations of law alleged and further deny any liability whatsoever to Plaintiff or the Class. Defendant is settling the Action as a compromise.

The Court file has the Settlement Agreement and Release of Claims ("Settlement Agreement") and other papers in this case, which are available for your review during the Court's normal hours of operation. You may go there in person to review the documents at the Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. Please confirm the office is open before coming to the court. You may also view the documents online at the website listed in Section 16 of this notice. The Court must review the terms of the settlement and make a final determination as to whether it is fair, adequate and reasonable.

A hearing will be held ("Final Approval Hearing"), at which time the Court will decide these issues. See Section 15 below for more information.

5. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

STAY IN THE CLASS:	If you do not request to be excluded from the Settlement Class, you will remain a member of the Settlement Class, and if the Court grants final approval of the settlement, you will receive an Individual Class Settlement Payment based on the number of weeks you participated in Au Pair in America's program and resided with a Host Family in California between January 8, 2020 through July 25, 2022. In exchange, you give up the right to sue Defendant for the Class Member Released Claims, which are defined in Section 9, below. To ensure you receive your Individual Class Settlement Payment, all you need to do is keep the Settlement Administrator informed of your current email address. If the Court grants final approval of the Settlement, the Administrator will email your payment to the email address on file for you via PayPal (or ACH transfer, if requested). You will have 30 days from receipt of the PayPal email to claim your funds.
ASK TO BE EXCLUDED:	Except as otherwise noted, if you ask to be excluded or "opt out" of the Settlement Class within 60 days of the date of this Notice, and if the Court grants final approval of the settlement, you will not receive any payment under the settlement (except for your share (if there is one) of the Settlement attributable to the PAGA claim), but you will retain any rights you might have to sue Defendant for the claims resolved through this settlement.
OBJECT:	You may object to the proposed settlement. Only Class Members who do not request to be excluded from the settlement (i.e., Settlement Class Members) may object to the settlement. You will have 60 days from the date of this Notice to object. If your objection is overruled by the Court, you will still receive a Settlement Share, and you will be bound by the terms of this settlement. While you can ask the Court to deny approval by filing an objection, you CANNOT ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

6. What Are The Terms Of The settlement?

Under the proposed settlement, Defendant will pay One Million Dollars (\$1,000,000.00) to fully and finally resolve all claims in the Action. Of that amount, the sum of \$100,000 will be allocated to the settlement of the PAGA claim (the "PAGA Civil Penalty Payment"). Three Quarters of the PAGA Civil Penalty Payment (\$75,000) shall be paid to the State of California, while one quarter of the PAGA Civil Penalty Payment (\$25,000) shall be available for distribution to eligible Class Members.

The \$1,000,000.00 payment is referenced as the "Gross Settlement Amount." The amount to be distributed to Class Members who do not exclude themselves from the settlement is called the "Net Settlement Amount." The Net Settlement Amount is determined by taking the Gross Settlement Amount and deducting the following court-approved amounts: Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Civil Penalty Payment, and Administration Expenses. The Net Settlement Amount is the total amount that will be paid to Participating Class Members,

in the form of Individual Class Settlement Payments. **The Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses, and LWDA Civil Penalty Payment are all subject to Court approval.**

7. How Much Will My Settlement Share Be?

Each Class Member's estimated Settlement Share is calculated as follows. First, the Administrator will compute the total number of Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the "Workweek Total." Second, the Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value of each eligible Workweek; this shall be known as the "Workweek Value." Third, the Administrator will multiply the number of Workweeks of a Participating Class Member during the Class period by the Workweek Value to determine the Participating Class Member's Individual Class Settlement Payment.

The amount of your estimated settlement share should have been included in your personalized email notice and can be further accessed by reaching out to the Settlement Administrator. If the Settlement is approved, you will also receive an Individual PAGA Payment. Your Individual PAGA Payment will be calculated by multiplying your settlement share fraction by \$25,000 (the portion of the PAGA Civil Penalty Payment allocated for payment to PAGA Members).

You are solely responsible for any and all tax consequences arising from your receipt of an Individual Class Settlement Payment and PAGA Payment. No opinion regarding the tax consequences of this Settlement to any individual Class Member is being given, or will be given, by Defendant, counsel for Defendant, any Released Party, or Class Counsel. Class Members should consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations.

If you believe that the number of Workweeks credited to you as stated in your email notice is not correct, please see Section 8, below.

8. What If I Believe My Workweeks Are Inaccurate?

If you believe your number of Workweeks is inaccurate, you may dispute it by emailing Analytics Consulting LLC at info@aupairsettlement.com no later than 60 days after the Administrator emailed you a Notice Packet. If there is a dispute, the Administrator shall consult with the Parties to determine whether an adjustment is warranted.

9. How Does This Settlement Affect My Rights?

If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you will release the claims resolved by the Settlement. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant that involves the same legal claims as those resolved through this Settlement. Specifically, you will be giving up or "releasing" the "Class Member Released Claims" described below:

Any and all claims and/or causes of action against the Released Parties that were alleged or that could have been alleged based on the facts and legal theories asserted in the First Amended Complaint for failure to provide accurate wage statements under sections 226, 226(a) and 226.3 of the Labor Code, including all claims for any alleged violation of any of the Sections in 226, including 226(a)(1)-(9), and any and all alleged penalties for such violations, including under Sections 226(e) and 226.3.

10. How Do I Exclude Myself From This Settlement?

If you want to exclude yourself from the settlement, you must email, upload, or mail to the Administrator a written request for exclusion no later than sixty (60) days after the Administrator emails the Notice. To be valid, your written request for exclusion must include your name and address, a statement expressing that you elect to be excluded from the Settlement, and your signature (if uploaded or mailed).

If you send a Request for Exclusion to the Administrator which complies with the above requirements, then: (a) you will not be a member of the Class; (b) you will not receive an Individual Class Settlement Payment, and (c) the only payment you receive will be your Individual PAGA Payment. By excluding yourself from the Settlement, you will retain whatever rights or claims you may have against Defendant (with the exception of the release as to Plaintiff's PAGA claim, which shall remain binding), and you will be free to pursue them, at your own cost, if you choose to do so.

11. How Do I Object To The Settlement?

If you are a member of the Class who does not exclude yourself from the Class, you may object to the Settlement or any aspect of the Settlement. You can ask the Court to deny approval of the settlement by filing an objection. **You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.**

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Merante v. American Institute for Foreign Study, Inc., d/b/a Au Pair in America*, Case No. 3:21-cv-03234-EMC), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, (c) state the grounds for objection and whether you intend to appear at the final approval hearing and (d) be filed or postmarked no later than 60 days after Notice is emailed by the Administrator.

Objecting to the settlement will not remove you from the Settlement Class. A Settlement Class Member who submits an objection remains bound by the settlement. To remove yourself from the Settlement Class, you must exclude yourself from the settlement by following the instructions for exclusion above. If you opt out of the settlement, you may not object to the settlement.

12. How Do I Make Sure I Receive My Settlement Payment?

If the Settlement is approved, and you have not excluded yourself from the Settlement, you will receive your settlement payment via an email from PayPal. Alternatively, you may choose to receive your settlement payment via ACH transfer to your bank.

If you received email notification of this Settlement and you would like to receive your settlement payment via PayPal, you do not need to do anything. However, if your email changes, or you prefer to receive the PayPal payment at a different email address, you must contact the Administrator to provide an updated email address.

If you prefer to receive your settlement payment via ACH transfer, you must contact the Administrator to make the necessary arrangements. If you do not do so, your payment will be sent to you by email using PayPal.

You may contact the Administrator via email info@aupairsettlement.com or through the Administrator's website www.aupairsettlement.com. If emailing, be sure to provide the name of this case (*Merante v. American Institute for Foreign Study, Inc. (d/b/a Au Pair in America)*, Case No. 3:21-cv-03234-EMC), your full name, and the specifics of your request. The Administrator will require additional information from you in order to verify your identity.

Any request for changes to the payment method must be made no later than October 24, 2022.

If you receive your settlement payment via PayPal, it will only be available to you for 30 days. You must open the email from PayPal and accept the settlement funds within 30 days of receiving the email.

13. Who Are the Attorneys Representing the Class?

If you have any questions about this Notice, you can contact Analytics Consulting LLC, P.O. Box 2004, Chanhassen, MN 55317-2004, email: info@aupairsettlement.com, Toll Free: 866-304-6567.

The lawyers for the Plaintiff and Class are:

LAWYERS WHO SEEK TO REPRESENT WORKERS:	
NICHOLS KASTER LLP Matthew Helland helland@nka.com 235 Montgomery Street Suite 810 San Francisco, CA 94104 Telephone: 877-448-0492 Fax: 415-277-7238	RUKIN HYLAND & RIGGIN LLP Peter Rukin prukin@rukinhyland.com 1939 Harrison Street, Suite 290 Oakland, California 94612 415-421-1800 Telephone: (415) 421-1800 Fax: (415) 421-1700

The Court has appointed the law firms of Nichols Kaster, LLP; Rukin Hyland & Riggins LLP; and Towards Justice, to represent the Settlement Class. These law firms are referred to as "Class Counsel." You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

14. How Will Class Counsel Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Class Counsel will ask for up to 25% of the Gross Settlement Amount as attorneys' fees (or \$250,000 in attorney's fees) and for reimbursement of actual litigation costs and expenses in the amount of \$3,000. The actual amounts awarded shall be determined by the Court.

Class Counsel will also request that the Court approve a service payment to the Class Representative of up to \$5,000 to be paid from the Gross Settlement Amount, for her service on behalf of the Class. Class Counsel will petition the Court for an award of attorneys' fees by motion to be filed with the Court by November 10, 2022 and will be available at that time at the website listed in Section 16, below.

15. Notice of hearing on Final Approval and Objections to Class Action Settlement

You are hereby notified that a Final Approval Hearing will be held on December 15, 2022 at 3:00 p.m., in the United States District Court for the Northern District of California, the Hon. Edward M. Chen presiding, located at 450 Golden Gate Avenue, San Francisco, California, 94102, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may change the date and time of the Final Approval Hearing without further notice to the Class Members. Class Members are advised to check the settlement website or the Court's Public Access to Court Electronic Records (PACER) site to confirm that the date has not been changed.

If final approval is granted by the Court, the Court will enter judgment pursuant to the Settlement, and all Class Members who have not requested exclusion from the Settlement Class will be deemed to have waived and released the Released Claims against the Released Parties, as defined in Section 9, above.

16. How Do I Get More Information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.aupairsettlement.com, or contact Class Counsel at helland@nka.com or access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please confirm the court is open before visiting.

If you have any additional questions about the settlement, you may also contact the Administrator:

Merante v. American Institute for Foreign Study, Inc., Class Action Settlement

c/o Analytics Consulting LLC

P.O. Box 2004

Chanhassen, MN 55317-2004

Email: info@aupairsettlement.com

Telephone Number: 651-376-1969

Toll-Free Telephone Number: 866-304-6567

PLEASE DO NOT TELEPHONE OR EMAIL THE COURT OR CLERK'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT.