

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

AMANDA MACK, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

CULTURAL CARE, INC.,

Defendant.

Case No.: 1:19-cv-11530

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Amanda Mack (“Plaintiff”), individually and on behalf of all others similarly situated, brings this class action complaint against Defendant Cultural Care, Inc. (“Defendant”). Plaintiff makes the following allegations upon personal knowledge as to her own acts and experiences, and upon information and belief and the investigation of counsel as to all other matters.

**NATURE OF THE ACTION**

1. Plaintiff contracted with Defendant to hire an au pair who traveled to the United States from China to live in Plaintiff’s home and provide care for her children. Plaintiff and her family acted as the “host family” in this arrangement.

2. As part of the agreement to hire an au pair through Defendant, Plaintiff agreed to incur certain travel costs to bring her au pair from China to Plaintiff’s residence in Massachusetts. This included payment of a “program fee,” which explicitly included the cost of “round-trip international airfare.” It also included a “domestic transportation fee,” which covered the cost of bringing the au pair from Defendant’s au pair training school in New York to Massachusetts. (The round-trip international airfare and domestic transportation fee are referred to collectively in this Complaint as “Travel Costs.”)

3. Unknown to Plaintiff, however, Defendant also charged Plaintiff’s au pair for

these same Travel Costs.

4. It cannot be true that Plaintiff paid for her au pair's Travel Costs, on the one hand, and that Plaintiff's au pair paid for her own Travel Costs, on the other hand. Defendant knew this, and yet it billed them both, separately, without disclosing to either of them that each was independently paying for the au pair's Travel Costs. In fact, Defendant misrepresented to Plaintiff and Class members that they were covering these Travel Costs, inducing them to pay costs they otherwise would not pay, when, in fact, Defendant was simply pocketing the double payment.

5. Defendant employed, and continues to employ, this double-billing scheme consistently throughout its au pair program.

6. Plaintiff brings this action as a class action on behalf of all other host families who paid Defendant for their au pair's Travel Costs and whose au pair also paid Defendant for their own Travel Costs. She seeks compensation for herself and the other members of the Class (defined below), as well as injunctive relief requiring Defendant to stop defrauding host families and au pairs that are part of its au pair program in the United States.

### **PARTIES**

7. Plaintiff Amanda Mack is a resident and citizen of Waltham, Massachusetts. Plaintiff has been a resident and citizen of Massachusetts at all times relevant to this Complaint.

8. Defendant Cultural Care, Inc., is a Massachusetts corporation with its principal place of business located in Cambridge, Massachusetts.

### **JURISDICTION, VENUE, AND CHOICE OF LAW**

9. This Court has subject matter jurisdiction because this is a class action, there is minimal diversity, and the matter in controversy exceeds \$5 million, exclusive of interest and

costs. 28 U.S.C. § 1332(d)(2).

10. This Court has general personal jurisdiction over Defendant because it is incorporated and has its principal place of business in this District. Defendant also consented to personal jurisdiction in the forum-selection clause that it drafted as part of the “Host Family Agreement” described in more detail below.

11. Venue is proper because the District of Massachusetts is a judicial district in which Defendant resides. 28 U.S.C. § 1391(b)(1). Defendant also consented to venue in the forum-selection clause that it drafted.

12. Massachusetts law applies to the claims of Plaintiff and all Class members, regardless of the citizenship of the absent class members. Defendant is a Massachusetts corporation with its principal place of business located in Massachusetts. In addition, the standard-form contract Defendant drafted and requires contains a choice-of-law clause, which provides, in relevant part: “This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of law principles in Massachusetts or any other jurisdiction.”

## **FACTUAL ALLEGATIONS**

### **I. Background of the Au Pair Program**

13. Defendant operates an au pair program that connects au pairs from countries outside the United States with host families in the United States.

14. Defendant draws its au pairs from 24 countries: Argentina, Australia, Austria, Brazil, China, Colombia, the Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Mexico, the Netherlands, New Zealand, Poland, South Africa, Spain, Sweden, Switzerland, Thailand, and the United Kingdom.

15. Defendant's website defines an au pair as "a young adult from overseas who lives with your family on a legal visa for up to two years to provide childcare in exchange for room and board and an opportunity to become part of an American family."<sup>1</sup>

16. An au pair can provide up to 45 hours of childcare coverage per week, help with household duties related to the kids, drive children to and from school and similar activities, and share their home country's language and culture.<sup>2</sup>

17. A host family, in turn, welcomes the au pair into its home, "providing a private room and setting a place at the dinner table for her each night" as well as "considering your au pair's needs and goals and supporting her while she is far from home."<sup>3</sup>

18. As part of Defendant's au pair program, the host family and au pair separately contract with Defendant.

19. The host family pays Defendant a registration fee, processing fee, and program fee.<sup>4</sup> The host family also pays a weekly stipend directly to the au pair. The host family is also responsible for providing room and board, paying some tuition money, providing automobile insurance, and a domestic transportation fee that covers the au pair's transportation to the host family's home from Defendant's au pair training school in New York.

20. Host families often need au pairs to care for their children throughout several years of their childhood. This requires a new agreement for au pair services, whether that is to keep the same au pair on for additional time or to hire a new au pair.

---

<sup>1</sup> *What Is an Au Pair?*, Cultural Care Au Pair, <https://culturalcare.com/what-is-an-au-pair/> (last visited May 21, 2019).

<sup>2</sup> *Id.*

<sup>3</sup> *Becoming a Host Family*, Cultural Care Au Pair, <https://culturalcare.com/becoming-a-host-family/> (last visited May 21, 2019).

<sup>4</sup> *Our Pricing*, Cultural Care Au Pair, <https://culturalcare.com/pricing/> (last visited May 21, 2019).

## **II. The Parties' Contract and Dealings**

21. Plaintiff and Defendant entered into a written agreement on March 4, 2018 (the "Host Family Agreement"). A copy of the Host Family Agreement is submitted with this Complaint as Exhibit 1.

22. The Host Family Agreement provides that Plaintiff and her husband Conor Mack would be the host family as part of Defendant's au pair program.

23. The Host Family Agreement places certain parameters on the host family's relationship with their au pair. These include: (a) the au pair shall not be the sole caregiver for an infant less than three months old; (b) the host family shall provide suitable lodging to the au pair and pay the au pair a weekly stipend; (c) the au pair would not remain at home with the child during her first three days staying in the home; (d) the au pair shall work no more than 45 hours per week, and is entitled to certain time off; (e) the host family shall facilitate enrollment and provide time off and transportation for the au pair to study at an accredited post-secondary institution for a minimum of 6 credit hours, including payment of up to \$500 in tuition costs; and (f) the host family shall facilitate attendance and provide time off and transportation for the au pair to attend monthly meetings with Defendant's local childcare consultant. Host Family Agreement ¶ 2.

24. Generally, the Host Family Agreement describes the role and duties of the au pair, the role and duties of the host family, requirements for participation in Defendant's au pair program, and the parties' legal rights and responsibilities. Host Family Agreement ¶¶ 1-23.

25. The Host Family Agreement incorporates by reference a separate written agreement concerning the parties' financial responsibilities, which the parties executed on March 4, 2018 (the "Financial Responsibility Agreement"). A copy of the Financial Responsibility

Agreement is submitted with this Complaint as Exhibit 2.

26. The Financial Responsibility Agreement describes the rights and obligations of the parties. Most notably, this includes the host family's agreement to pay a registration fee, processing fee, program fee, and domestic transportation fee. Financial Responsibility Agreement ¶ 1.

27. The domestic transportation fee is non-refundable. The amount varies by location, but it can be up to \$300. Financial Responsibility Agreement Appendix A1.

28. The domestic transportation fee is described in more detail on Defendant's website, including a disclosure of costs and pricing at <https://culturalcare.com/pricing/>. According to Defendant, "The domestic transportation fee covers an au pair's transportation to their host family's home from the Au Pair Training School in NY."<sup>5</sup> The cost of transportation from New York to Massachusetts, where Plaintiff resides, is \$100.<sup>6</sup>

29. The program fee for 2018 was \$8,695 for a new host family or \$7,895 for a repeat host family. Financial Responsibility Agreement Appendix A1.

30. Defendant's program fee for host families is described in more detail on Defendant's website, including a disclosure of costs and pricing at <https://culturalcare.com/pricing/>.

31. The page regarding pricing states: "**Program fee includes** recruitment and screening, Training School, matching services, orientation, **round-trip international airfare**, travel medical insurance coverage and year-long support from your local childcare consultant.

---

<sup>5</sup> *Our Pricing*, Cultural Care Au Pair, <https://culturalcare.com/pricing> (last visited July 10, 2019).

<sup>6</sup> *Domestic Transportation Fee*, Cultural Care Au Pair, available at <https://d362kw7a6qt68.cloudfront.net/wp-content/uploads/2017/05/Domestic-transportation-fee-2017.pdf> (last visited July 10, 2019).

Due 30 days prior to au pair's arrival.”<sup>7</sup>

32. The fact that the program fee is due 30 days prior to the au pair's arrival reinforces the fact that it includes round-trip international airfare for the au pair to travel to the host family in the United States.

33. The FAQ page makes the same point in slightly different words: “**The program fee covers our upfront costs**—a portion of the recruitment, screening and preparation of your au pair; your au pair's training at the Au Pair Training School; host family and au pair orientations; **international airfare**; a full year of medical and travel insurance; training materials—and year-long support from Cultural Care office staff and your local childcare consultant.”<sup>8</sup>

34. A reasonable person would understand these descriptions to mean that the host family is paying for the au pair's plane ticket so the au pair can travel to the United States to work as the host family's au pair.

35. Plaintiff reviewed Defendant's website before agreeing to and signing the Host Family Agreement and Financial Responsibility Agreement. She understood that she would be paying the cost of her au pair's Travel Costs.

36. Plaintiff and Defendant executed the Host Family Agreement and Financial Responsibility Agreement on March 4, 2018.

37. Plaintiff's au pair arrived at Plaintiff's house and began providing au pair services in July 2018.

38. Plaintiff's au pair resided at Plaintiff's house and provided au pair services for one year. In June 2019, Plaintiff's au pair's term expired.

---

<sup>7</sup> *Our Pricing*, Cultural Care Au Pair, <https://culturalcare.com/pricing> (last visited July 10, 2019) (emphasis added).

<sup>8</sup> *Frequently Asked Questions*, Cultural Care Au Pair, <https://culturalcare.com/frequently-asked-questions/> (last visited May 21, 2019) (emphasis added).

39. Plaintiff has performed all of her obligations under the Host Family Agreement and Financial Responsibility Agreement.

40. Plaintiff has hired a new au pair, and she intends to hire additional au pairs in the future. Plaintiff would be willing to hire another au pair through Defendant in the future if she knew Defendant were not engaging in the unlawful conduct described in this Complaint and that Defendant would adhere to its representations, promises, and contractual obligations in the future.

**III. Defendant Uniformly Charged Both Host Families and Au Pairs the Au Pair's Travel Costs**

41. The Host Family Agreement and Financial Responsibility Agreement are standard form agreements expressly governed by Massachusetts law, which are drafted by Defendant and apply to every host family in the United States.

42. Every host family in the United States paid Defendant a program fee that purportedly “includes” and “covers” the cost of the au pair’s international airfare.

43. Every host family in the United States paid Defendant a domestic transportation fee ranging from \$100 to \$300, except those who picked up their au pair from Defendant’s au pair training school in New York or at Madison Square Park in New York.

44. Defendant also has standard terms and conditions and standard form agreements with the au pairs throughout the world. The material terms are the same. Au pairs are uniformly required to pay a program fee, which redundantly purports to “include” and “cover” the au pair’s Travel Costs.

45. Defendant’s China website states, based on Google’s automatic translation of the relevant webpage, that the au pair’s “project cost” of \$2,995 “[i]ncludes fees from designated domestic departure cities to the United States and to Au Pair training schools (excluding



domestic fees from your city to designated cities).”<sup>9</sup> It further states that the project cost “[i]ncludes transportation costs from the training school to US homes in the United States,” which describes the “domestic transportation fee” that Defendant also charged to Plaintiff.

46. Defendant’s websites aimed at the other countries from which it draws au pairs to pair with host families in the United States convey a similar message to au pairs and prospective au pairs in those countries.

47. For example, Defendant’s United Kingdom website tells au pairs that “[a]irfare and travel arrangements to and from your host family are covered” by the au pair’s participation in the program.<sup>10</sup> The United Kingdom website goes on to explain that there is a “programme fee” of £1155, which includes “your round-trip airfare” (valid on completion of the programme) and other benefits such as insurance and support.<sup>11</sup>

48. Similarly, Defendant’s Ireland website tells prospective au pairs that “[a]irfare and travel arrangements to and from your host family are covered” in their participation in the au pair program.<sup>12</sup> It goes on to inform prospective au pairs that “[y]our one-time payment includes . . . your round-trip airfare.”<sup>13</sup>

49. The statements on Defendant’s other international websites are materially the

---

<sup>9</sup> *Project Fees & Other Expenses*, Cultural Care Au Pair, <https://www.culturalcare.cn/why-cultural-care-au-pair/program-fee-other-costs/> (last visited July 10, 2019).

<sup>10</sup> *Programme Benefits*, Cultural Care Au Pair, <https://www.culturalcare.co.uk/being-an-au-pair/benefits> (last visited July 10, 2019).

<sup>11</sup> *Programme Fee & Other Costs*, Cultural Care Au Pair, <https://www.culturalcare.co.uk/become-an-au-pair/programme-costs-fees> (last visited July 10, 2019).

<sup>12</sup> *Programme Benefits*, Cultural Care Au Pair, <https://www.culturalcare.ie/being-an-au-pair/benefits> (last visited July 10, 2019).

<sup>13</sup> *Programme Fee & Other Costs*, Cultural Care Au Pair, <https://www.culturalcare.ie/become-an-au-pair/programme-costs-fees> (last visited July 10, 2019).

same.

50. The representations made by Defendant on its website and in the Financial Responsibility Agreement regarding Plaintiff and the Class members' responsibility to pay the Travel Costs induce reasonable Class members to make payment per the contract believing that they are, in fact, paying the Travel Costs for the au pair to travel to and within the United States.

51. However, Defendant is requiring Plaintiff and Class members to pay costs that are already covered by the program fee charged to the au pair. Accordingly, Defendant misrepresents the true function and use of the payment made by Plaintiff and the Class members. Had Plaintiff and the Class members known that they were not actually paying for Travel Costs, they would not have been willing to pay the Travel Costs to Defendant.

52. Without informing Plaintiff or the Class members, Defendant collected the money for Plaintiff's and Class members' au pairs' Travel Costs twice, from two separate sources. Defendant's improper and undisclosed double billing means the money Plaintiff and Class members paid Defendant for the Travel Costs was redundant and duplicative. Defendant received payment for the Travel Costs from another source.

53. Plaintiff and Class members were damaged in an amount of the Travel Costs due to Defendant's misrepresentation as to the nature of these costs and the double payment of the same.

### **CLASS ACTION ALLEGATIONS**

54. Pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), Plaintiff brings this action on behalf of a nationwide class (the "Class") defined as follows:

All persons within the United States who contracted with Defendant as a host family to participate in Defendant's au pair program and who paid a program fee that included the cost of their au pairs' round-trip international airfare, a domestic transportation fee, or both.

55. Excluded from the Class are Defendant, its parents, subsidiaries, affiliates, officers, and directors; all persons who timely elect to be excluded from the Class; and the judicial officers and staff to whom this case is assigned, including any immediate family members thereof.

56. **Numerosity.** The members of the Class are so numerous that individual joinder of all Class members is impracticable. Although the exact number of Class members is known only to Defendant, based on the nature of the industry and the size of Defendant, there are likely thousands of Class members.

57. **Commonality and Predominance.** This action involves common questions of law and fact that will drive the litigation and predominate over any questions affecting only individual Class members. Common questions include, but are not limited to:

- a. Whether Defendant represented to Plaintiff and Class members that their payment to Defendant of the program fee covered or included the au pair's international round-trip airfare;
- b. Whether Defendant represented to au pairs that their payment to Defendant of the program fee covered or included their Travel Costs;
- c. Whether Plaintiff and Class members paid the program fee to Defendant;
- d. Whether Plaintiff and Class members paid the domestic transportation fee to Defendant;
- e. Whether a reasonable person in the host family's situation would have understood that the program fee included or covered the cost of the au pair's international round-trip airfare;
- f. Whether a reasonable person in the host family's situation would have understood

that they were paying for the cost of transporting the au pair from New York to the host family's place of residence;

- g. Whether Defendant utilized standard form written contracts in its dealings with Plaintiff and Class members;
- h. Whether Defendant breached its obligations under its express contracts with Plaintiff and Class members;
- i. Whether Defendant was unjustly enriched;
- j. Whether Plaintiff and Class members are entitled to damages, and the proper measure of damages; and
- k. Whether the Court should enjoin Defendant from engaging in the conduct described in this Complaint.

58. **Typicality.** Plaintiff's claims are typical of those of the other Class members because, among other things, Plaintiff and Class members all paid Defendant for their au pair's Travel Costs when Defendant was separately paid for the same costs by another source.

59. **Adequacy.** Plaintiff is an adequate representative of the Class because her interests do not conflict with the interests of other Class members. Plaintiff has retained counsel competent in complex class action litigation, and Plaintiff and her counsel intend to vigorously prosecute this action for the benefit of the Class as a whole. The interests of Class members will be fairly and adequately protected by Plaintiff and her counsel.

60. **Injunctive Relief.** Defendant has acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, thereby making appropriate final injunctive relief with respect to the Class as a whole.

61. **Superiority.** A class action is superior to any other available means for the fair

and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, making it impracticable for Class members to individually seek redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individual litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

## **CAUSES OF ACTION**

### **Count I**

#### **Breach of Contract and Covenant of Good Faith and Fair Dealing**

62. Plaintiff incorporates by reference the allegations in Paragraphs 1-61.

63. Plaintiff and Class members entered into express contracts expressly governed by Massachusetts law to enroll in Defendant's au pair program as host families. Plaintiff and Class members agreed to pay certain sums of money to Defendant based upon representations in a contract as to the function of those fees. Plaintiff and Class members also agreed to pay certain sums of money directly to their au pairs; to provide other items to their au pairs, such as housing; and to abide by the requirements set by Defendant. In exchange, Defendant agreed to provide au pairs to Plaintiff and Class members to live with their families and provide care to their children.

64. The money that Plaintiff and Class members agreed to pay Defendant included a program fee, which, according to Defendant, "covered" and "included" the cost of their au pairs'

international round-trip airfare, reasonably understanding that this part of the program fee is a pass-through expense.

65. Plaintiff and Class members also agreed to pay Defendant a domestic transportation fee, reasonably understanding that the domestic transportation fee is a pass-through expense.

66. Plaintiff and the Class members have performed all their obligations under the contracts.

67. Without informing Plaintiff or the Class members, Defendant collected the money for Plaintiff's and Class members' au pairs' Travel Costs twice, from two separate sources. Defendant's improper and undisclosed double billing means the money Plaintiff and Class members paid Defendant for the Travel Costs was redundant and duplicative. Defendant received payment for the Travel Costs from another source. Instead of collecting payment from Plaintiff and Class members that was needed to pay for their au pairs' Travel Costs as represented, Defendant collected payment from them that was needed to pay for nothing, and which was not required to be paid under the terms of the contract. This is a breach of the parties' express contract.

68. In addition to breaching the terms of the parties' express contract, Defendant also breached the implied covenant of good faith and fair dealing. Massachusetts law provides that the covenant of good faith and fair dealing is implied in every contract, the purpose of which is to guarantee that the parties remain faithful to the intended and agreed expectations of the parties in their performance of the contract. It requires that neither party to the contract do anything that will have the effect of destroying or injuring the right of the other party to the fruits of the contract.

69. As alleged herein, Defendant acted with dishonest purpose, with the conscious doing of wrong, or in breach of duty through motivation of self-interest or ill will such that Defendant did not act in good faith and unfairly dealt with Plaintiffs and Class members.

70. Defendant's performance under the contract was a desire to gain unfair advantage and otherwise had the effect of injuring Plaintiff's and Class members' rights to the fruits of the contracts. By collecting the au pairs' Travel Costs from another source while failing to disclose that double billing to Plaintiff and Class members, Defendant subverted the expectations of Plaintiff and Class members that it was collecting the Travel Costs from Plaintiff and Class members because it needed those funds to pay for their au pairs' Travel Costs. Had Defendant been performing its contractual obligations in good faith, it would not have collected the Travel Costs from Plaintiff and Class members, or it would have refunded the Travel Costs to Plaintiff and Class members.

71. But for Defendant's breach of contract, Plaintiff and Class members would not have paid Defendant a program fee that included the cost of their au pairs' international round-trip airfare or the separate domestic transportation fee when that money had already been paid, or was going to be paid, to Defendant by the au pairs.

72. On behalf of herself and the Class, Plaintiff seeks actual and compensatory damages and injunctive relief.

## **Count II**

### **Unjust Enrichment**

73. Plaintiff incorporates by reference the allegations in Paragraphs 1-61.

74. This claim is pled in the alternative to Plaintiff's and Class members' claims for breach of contract.

75. Defendant was unjustly enriched because it billed two parties for au pairs' Travel Costs. Those parties are host families (Plaintiff and Class members) on the one hand, and au pairs on the other hand. As a result of that double billing, Defendant got paid twice for the au pairs' Travel Costs based upon a misrepresentation.

76. Defendant's unjust enrichment was at the expense of Plaintiff and Class members. By telling Plaintiff and Class members that they were paying for their au pairs' Travel Costs, and by failing to inform Plaintiff and Class members that it had already collected or was going to collect the same payment for the Travel Costs directly from the au pairs themselves, Defendant collected money from Plaintiff and Class members that it otherwise would have been unable to collect.

77. In doing so, Defendant retained the Plaintiff and Class Members' money against fundamental principles of justice or equity and good conscience.

78. On behalf of herself and the Class, Plaintiff seeks the equitable remedy of restitution as Defendant has been unjustly enriched at the expense of Plaintiff and Class members.

### **PRAYER FOR RELIEF**

Plaintiff, individually and on behalf of the other members of the proposed Class, respectfully requests that the Court enter judgment in Plaintiff's favor and against Defendant as follows:

A. An Order certifying the Class, appointing Plaintiff as class representative, and the undersigned counsel as class counsel;

B. All recoverable actual, compensatory, and other damages sustained by Plaintiff and Class members, in an amount to be proven at trial;



- C. Equitable disgorgement and restitution for the injuries suffered by Plaintiff and Class members and the unjust enrichment of Defendant, in an amount to be proven at trial;
- D. An Order permanently enjoining Defendant from engaging in the unlawful practices described in the Complaint;
- E. Pre-judgment and post-judgment interest, to the full extent permitted by law;
- F. Payment of reasonable attorneys' fees and costs; and
- G. Such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Dated: July 12, 2019

/s/ Katherine Aizpuru  
Hassan A. Zavareei (*Pro Hac Vice* Forthcoming)  
hzavareei@tzlegal.com  
Katherine Aizpuru (Bar No. 690383)  
kaizpuru@tzlegal.com  
**TYCKO & ZAVAREEI LLP**  
1828 L Street, NW, Suite 1000  
Washington, DC 20036  
Telephone: (202) 973-0900  
Facsimile: (202) 973-0950

Melissa S. Weiner (*Pro Hac Vice* Forthcoming)  
mweiner@pswlaw.com  
Joseph C. Bourne (*Pro Hac Vice* Forthcoming)  
jbourne@pswlaw.com  
**PEARSON, SIMON & WARSHAW, LLP**  
800 LaSalle Avenue, Suite 2150  
Minneapolis, MN 55402  
Telephone: (612) 389-0600  
Facsimile: (612) 389-0610

Jeffrey M. Ostrow (*Pro Hac Vice* Forthcoming)  
ostrow@kolawyers.com  
Jonathan M. Streisfeld (*Pro Hac Vice* Forthcoming)  
streisfeld@kolawyers.com

**KOPELOWITZ OSTROW FERGUSON  
WEISELBERG GILBERT**

One West Las Olas Boulevard, Suite 500

Fort Lauderdale, FL 33301

Telephone: (954) 525-4100

Facsimile: (954) 525-4300

*Attorneys for Plaintiff and the Proposed Class*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Case Claims Cultural Care Double-Bills Au Pair Host Families for Travel Costs](#)

---