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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO, HALL OF JUSTICE

Bertha Carrero and Angelina Lara De Carrero,
individually, and on behalf all others similarly
situated,

Plaintiffs,

vs.

AMN Healthcare, Inc.; AMN Healthcare
Language Services, Inc.; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 37-2023-00052448-CU-NP-CTL

Assigned for all purposes to Hon. Katherine Bacal,
Dept. C-69

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Trial Date: None

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 The Parties, who intend to fully, finally, and forever resolve, discharge, and settle all of
3 Plaintiffs' Released Claims, by and through their respective counsel, in consideration for and subject to
4 the promises, terms, and conditions contained in this Class Action Settlement Agreement and Release,
5 hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval, as
6 follows:

7 **1. RECITALS**

8 **1.1. WHEREAS**, on December 4, 2023, Plaintiffs Angelina Lara De Carrero and Bertha
9 Carrero ("Plaintiffs") filed this Action, *Carrero, et al. vs. AMN Healthcare, Inc. et al.*, Case No: 37-
10 2023-00052448, in the San Diego County Superior Court (the "Action").

11 **1.2. WHEREAS**, on April 8, 2024, Plaintiffs amended the complaint in the Action, which
12 alleges, among other things, that Defendants AMN Healthcare, Inc. and AMN Language Services, Inc.
13 (collectively, "Defendants" or "AMN") violated Sections 632 and 637.2 of the California Invasion of
14 Privacy Act ("CIPA") by recording and/or monitoring certain telephone or video calls which included
15 as participants certain individuals located in California.

16 **1.3. WHEREAS**, Defendants have represented to Plaintiffs that Defendants instructed
17 relevant employees to cease recording interpretation sessions beginning in January of 2024 and
18 instructed relevant employees to cease all monitoring of interpretation sessions beginning in November
19 of 2024.

20 **1.4. WHEREAS**, Defendants deny liability of the claims asserted in the Action, and maintain
21 that a class action cannot be certified for purposes of litigation and trial.

22 **1.5. WHEREAS**, before entering into this Settlement Agreement, Plaintiffs, by and through
23 their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant
24 law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength
25 of class certification, liability, potential remedies, and all defenses thereto.

26 **1.6. WHEREAS**, the Parties participated in mediation before the Honorable Vijay Gandhi
27 (Ret.) of Phillips ADR on August 13, 2025. Before the mediation, the Parties exchanged requests for
28 information and documents to prepare for the mediation. The mediation took place but the Parties did

1 not reach a settlement at that time.

2 **1.7. WHEREAS**, the Parties subsequently scheduled another mediation session with Judge
3 Gandhi for October 14, 2025, but ultimately cancelled the session to engage in further informal
4 discovery to inform settlement discussions.

5 **1.8. WHEREAS**, the Parties participated in a second mediation session on January 6, 2026
6 with the Honorable Diane M. Welsh (Ret.) of JAMS. After an all-day, contentious mediation session,
7 Judge Welsh made a mediator’s proposal which was ultimately accepted by both Parties.

8 **1.9. WHEREAS**, the Parties memorialized the settlement in a Confidential Settlement Term
9 Sheet (“CSTS”) on January 14, 2026.

10 **1.10. WHEREAS**, this Settlement was reached as a result of extensive arm’s-length
11 negotiations between the Parties and their counsel, and after two mediation sessions with respected
12 mediators. Before the mediation with Judge Gandhi, the parties exchanged mediation briefs. They
13 exchanged mediation briefs again before the January 6, 2026 mediation with Judge Welsh. Before and
14 during these settlement discussions and mediations, the Parties had an arm’s-length exchange of
15 sufficient information and documents to permit Plaintiffs and their counsel to evaluate the claims and
16 potential defenses and to meaningfully conduct informed settlement discussions.

17 **1.11. WHEREAS**, as a result of extensive arm’s-length negotiations, Plaintiffs and Class
18 Counsel, on behalf of the Class, and Defendants entered into an Agreement to settle and resolve the
19 class claims alleged in the Action.

20 **1.12. WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all claims,
21 actions, and proceedings asserted, or that could be asserted, against AMN arising out of or related to the
22 claims asserted in the Action, as set forth in the release contained herein, by or on behalf of members of
23 the Settlement Class herein defined but excluding the rights of Class Members who opt out from the
24 Settlement Class pursuant to the terms and conditions herein.

25 **1.13. WHEREAS**, Class Counsel, on behalf of the Plaintiffs and the Settlement Class, have
26 thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs’ claims,
27 and AMN’s potential defenses, including conducting independent investigation, as well as an assessment
28 of the merits of expected arguments in a motion for class certification. Based on an analysis of the facts

1 and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense,
2 and delay of such continued litigation, including the risks and uncertainties associated with class
3 certification and other defenses AMN may assert, a protracted trial and appeal(s), as well as the fair,
4 cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class
5 Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is
6 afforded important benefits as expediently as possible. Plaintiffs and Class Counsel have also taken into
7 account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays
8 inherent in such litigation.

9 **1.14. WHEREAS,** Plaintiffs and Class Counsel believe that the terms set forth in this
10 Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that
11 they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

12 **1.15. WHEREAS,** AMN has similarly concluded that this Settlement Agreement is desirable
13 to avoid the time, risk, and expense of defending this Action, and to finally and completely resolve the
14 claims of Plaintiffs and the Settlement Class without protracted litigation.

15 **1.16. WHEREAS,** this Settlement Agreement, whether consummated, and any actions or
16 proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only and AMN
17 specifically denies any and all wrongdoing and any liability in connection with the Action. The existence
18 of, terms in, and any action taken under or in connection with this Settlement Agreement shall not
19 constitute, be construed as, or be admissible in evidence as, any admission by AMN of (i) the validity
20 of any claim, defense or fact asserted in the Action or any other pending or future action, or (ii) any
21 wrongdoing, fault, violation of law, or liability of any kind on the part of AMN or any of the Released
22 Parties.

23 **1.17. NOW, THEREFORE,** in consideration of the representations, covenants, and promises
24 contained in this Agreement and other good and valuable consideration, the Parties agree, subject to
25 Court approval, as follows:

26 **2. DEFINITIONS**

27 As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement,
28 the following terms shall have the meanings set forth below:

1 **2.1.** “Action” means *Carrero, et al. vs. AMN Healthcare, Inc. et al.*, Case No: 37-2023-
2 00052448, initially filed on December 4, 2023, in San Diego County Superior Court.

3 **2.2.** “Administrative Expenses” means all the expenses incurred in the administration of this
4 Settlement including, without limitation, all Notice Expenses, identifying and locating Settlement Class
5 Members, providing notice to Settlement Class Members, issuing the Internet Advertisement,
6 determining the eligibility of any person to be a Settlement Class Member, administrating and
7 processing Settlement Class Member claims and Claim Forms, and administering, calculating, and
8 distributing the Settlement Fund to the Claimants with Approved Claims.

9 **2.3.** “Agreement,” “Settlement Agreement,” and “Settlement” mean this Class Action
10 Settlement Agreement and Release (including all recitals, exhibits and attachments hereto).

11 **2.4.** “AMN” or “Defendants” mean AMN Healthcare, Inc. and AMN Healthcare Language
12 Services, Inc.

13 **2.5.** “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a
14 Settlement Class Member that: (a) is timely and submitted in accordance with the directions on the
15 Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the
16 Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth
17 herein; and (d) has been approved by the Settlement Administrator.

18 **2.6.** “Business Day(s)” means Monday, Tuesday, Wednesday, Thursday, and Friday,
19 excluding holidays observed by the federal government.

20 **2.7.** “Claimant” means a Settlement Class Member who submits a Claim Form for a
21 Settlement Payment.

22 **2.8.** “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court.
23 The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement
24 Website) by Settlement Class Members who wish to file a claim for their given share of the Settlement
25 Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for
26 download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hard
27 copy form, to any Settlement Class Member, who so requests.

28 **2.9.** “Claims Deadline” means the date by which all Claim Forms must be received to be

considered timely and shall be set as the date 60 Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Settlement Website, the Claim Form, and the Court's order granting Preliminary Approval.

2.10. "Claims Period" means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 60 Days thereafter.

2.11. "Class Counsel" means attorneys Jerusalem F. Beligan and Leah M. Beligan of Beligan Law Group, LLP and Benjamin F. Johns and Samantha E. Holbrook of Shub Johns & Holbrook LLP.

2.12. "Class Period" means the period of time between December 4, 2022 to the date of the Preliminary Approval Order.

2.13. "Class Representatives" and "Plaintiffs" mean, collectively, Bertha Carrero and Angelina Lara De Carrero.

2.14. "Court" means the San Diego County Superior Court, the Honorable Katherine Bacal (or any judge sitting in her stead or to whom the Action may be transferred) presiding.

2.15. "Day(s)" shall mean, for a period expressed in "day(s)," the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

2.16. "Defendants' Counsel" or "AMN's Counsel", or references to counsel for AMN, mean Wynter L. Deagle, Anne-Marie D. Dao, Mark Ratway and other attorneys at the law firm of Sheppard, Mullin, Richter & Hampton LLP.

2.17. "Effective Date" means one Business Day following the latest of: (i) the date upon which the time expires for filing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any additional options to appeal and without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal

or the final dismissal of any proceeding on certiorari with respect to the Judgment.

2.18. “Fee and Expense Award” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

2.19. “Final Approval Order” means an order that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement without material change to the Parties’ agreed-upon proposed final approval order attached hereto as **Exhibit B**.

2.20. “Final Fairness Hearing” and “Fairness Hearing” mean the hearing to be conducted by the Court to determine the fairness, reasonableness, and adequacy of the Settlement Agreement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

2.21. “Judgment” means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially similar to the form attached hereto as **Exhibit D**.

2.22. “Litigation Costs” means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Action, and obtaining an order of final judgment.

2.23. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit E**.

2.24. “Internet Advertisements” means the publication notice program targeted to Class Members, to be approved by the Parties and the Court, and to be substantially similar to the form attached hereto as **Exhibit C**.

2.25. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement; (ii) taxes; (iii) any Service Payments approved by the Court; and (iv) any Fee and Expense Award approved by the Court.

2.26. “Non-Profit Residual Recipient” means the Electronic Frontier Foundation (“EFF”), a 26 U.S.C. § 501(c)(3) nonprofit organization that is a qualified residual recipient pursuant to California Code of Civil Procedure Section 384(b) (see <https://www.eff.org/about>).

2.27. “Notice Date” means the date upon which Settlement Class Notice is first disseminated

to the Settlement Class, which shall be within 7 Days after entry of the Preliminary Approval Order.

2.28. “Notice Expenses” means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred relating to preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet, and publishing the Settlement Class Notice, and informing Settlement Class Members of the Settlement, and (ii) any other reasonable and necessary Notice and Notice related expenses.

2.29. “Notice Plan” means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Fairness Hearing.

2.30. “Objection Deadline” means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee and Expense Award, and (ii) the Service Payments, which shall be 60 Days following the Notice Date.

2.31. “Opt-Out Period” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 60 Days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

2.32. “Participating Settlement Class Member” means a Settlement Class Member who submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.

2.33. “Parties” means the Plaintiffs and AMN.

2.34. “Person(s)” means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors or assigns or, in the case of individuals, their personal representative or guardian.

2.35. “Preliminary Approval Order” means the Court’s Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement as **Exhibit F**.

2.36. “Released Claims” means any and all (1) claims or causes of action relating to the CIPA claims alleged in the operative complaint or previously filed complaint, whether known or unknown,

1 during the period between December 4, 2022 to the date of the Preliminary Approval Order, and (2)
2 claims or causes of action that could have been asserted in the Action based on the allegations in the
3 operative complaint and previously filed complaints, whether known or unknown, including any causes
4 of action in law, any claims for an injunction, compensatory damages or penalties, attorneys' fees or
5 costs arising during the period between December 4, 2022 to the date of the Preliminary Approval Order.
6 "Released Claims" does not include claims or fees and costs relating to the enforcement of this
7 Settlement.

8 **2.37.** "Released Parties" means AMN and all of its respective former, present, and future
9 parent companies, subsidiaries, and affiliates, and AMN and all of its respective former, present, and
10 future parent companies, subsidiaries, and affiliates' employees, customers, clients, business partners,
11 agents, vendors, insurers, attorneys, successors, assigns, contractors, and any others who might be sued
12 because of actions or inactions from all the allegations or claims that were or could have been asserted
13 in this case. Each of the Released Parties may be referred to individually as a "Released Party."

14 **2.38.** "Releasing Parties" means Plaintiffs and any Person in the Settlement Class who do not
15 timely submit a Request for Exclusion.

16 **2.39.** "Request for Exclusion" is the written communication by or on behalf of a Settlement
17 Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the
18 terms of the Agreement. The deadline to submit a Request for Exclusions is the date that falls on the last
19 Day of the Opt-Out Period.

20 **2.40.** "Service Payment(s)" means the amount of remuneration to be paid to each of the Class
21 Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be
22 ordered by the Court, as set forth in Section 10, herein.

23 **2.41.** "Settlement Administrator" means the qualified third-party administrator approved and
24 appointed by the Court in the Preliminary Approval Order to administer the Settlement, including
25 providing the Notice. Class Counsel recommends that the Court appoint Kroll Settlement
26 Administration LLC as Settlement Administrator to design and implement the Notice and related
27 requirements of this Agreement, implement the Notice and Internet Advertisement, the Settlement
28 Website, the submission and review of Claim Forms, and related requirements of this Agreement,

1 subject to the Court's approval. Before being submitted to the Court for approval, the proposed
2 Settlement Administrator shall affirm under oath that no one with an ownership interest has any familial
3 relationship with Class Counsel and that no portion of the administrative fees will be shared with Class
4 Counsel by way of a referral fee or otherwise.

5 **2.42.** "Settlement Benefit(s)" means any Settlement Payment set forth in Section 4 herein, and
6 any other benefits Settlement Class Members receive pursuant to this Agreement, including non-
7 monetary benefits and relief, the Fee and Expense Award, and Administrative Expenses.

8 **2.43.** "Settlement Class" means "All persons who were physically present in California and
9 whose communications were monitored or listened to and/or recorded by AMN, their employees,
10 contractors, agents, or persons acting on their behalf, without obtaining prior consent." Excluded from
11 the Settlement Class are: (1) the Judge(s) and court staff presiding over the Action, Class Counsel,
12 Defendants' Counsel, and members of their immediate families; (2) AMN and its subsidiaries, parent
13 companies, successors, and predecessors, and employees; (3) Government entities; (4) Persons who
14 properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and
15 (5) the successors or assigns of any such excluded Persons.

16 **2.44.** "Settlement Class Member" or "Class Member" means a Person who falls within the
17 definition of the Settlement Class and who does not submit a valid Request for Exclusion prior to the
18 expiration of the Opt-Out Period.

19 **2.45.** "Settlement Class Notice" or "Notice" means the form of Court-approved notice of this
20 Agreement that is disseminated to the Settlement Class.

21 **2.46.** "Settlement Fund" means the sum of and not to exceed Four Million Five-Hundred
22 Thousand Dollars and No Cents (\$4,500,000.00), to be paid by or on behalf of AMN as specified in
23 Section 3.6 of this Agreement, including any interest accrued thereon after payment.

24 **2.47.** "Settlement Payment" means any payment to be made to any Participating Settlement
25 Class Member on Approved Claims pursuant to Sections 3.11 and 4.2 herein.

26 **2.48.** "Settlement Website" means the internet website, with the URL address
27 www.AMNCIPASettlement.com, to be created and maintained by the Settlement Administrator, and
28 which allows for the electronic submission of Claim Forms and provides access to relevant documents,

including the Settlement Class Notice, information about submitting Claim Forms, and other relevant documents, including downloadable Claim Forms.

2.49. “Taxes” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon AMN or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

3. TERMS OF SETTLEMENT

It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class, and AMN that, subject to Court approval, the Action and Plaintiffs’ Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

3.1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit F**.

3.2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement and the CSTS, including a written certification from AMN that it instructed its relevant employees beginning in January 2024 to cease recording interpretation sessions and that it instructed its relevant employees beginning in November 2024 to cease monitoring interpretation sessions. Failure by employees to comply with the instructions referenced in this declaration shall not be a breach of this Agreement. Nothing in this section or in the Agreement shall restrict AMN’s ability to record or monitor interpretation sessions in compliance with applicable laws after the Agreement is signed.

1 **3.3. Certification of the Settlement Class.** For purposes of this Settlement only, Plaintiffs and
2 AMN stipulate to the certification of the Settlement Class for settlement purposes only, pursuant to
3 California Code of Civil Procedure § 382 *et seq.*, which is contingent upon the Court entering the Final
4 Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1)
5 the Settlement not receive final approval from the Court, or (2) the Effective Date does not occur, the
6 certification of the Settlement Class shall be void. Plaintiffs and AMN further stipulate to designate the
7 Class Representatives as the representatives for the Settlement Class.

8 **3.4. Final Approval.** Class Counsel shall move the Court for final settlement approval and
9 entry of the Final Approval Order and Judgment on September 21, 2026, 25 Days prior to the Final
10 Fairness Hearing scheduled for October 16, 2026 at 1:30 p.m. in this Court.

11 **3.5. Releases.**

12 **3.5.1. The Release.** Upon the Effective Date, and in consideration of full payment of the
13 Settlement Fund by AMN to the Settlement Administrator, each Releasing Party shall be deemed to
14 have released, acquitted, and forever discharged AMN and each of the Released Parties from any and
15 all Released Claims.

16 **3.5.2. Exclusive Remedy.** The remedies expressly provided for in this Agreement shall
17 be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to
18 any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be
19 permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s)
20 against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

21 **3.5.3. Jurisdiction of the Court.** Without affecting the finality of the Final Approval
22 Order and Judgment in any way, and even after the Effective Date, pursuant to Code of Civil Procedure
23 § 664.6, the Court shall retain exclusive and continuing jurisdiction over the implementation of the
24 Settlement, Action, the Parties, Settlement Class Members, and the Settlement Administrator in order
25 to interpret and enforce the terms, conditions, and obligations of this Agreement.

26 **3.5.4.** Class Counsel represent that neither they nor their associated law firms, Beligan
27 Law Group, LLP or Shub Johns & Holbrook LLP, currently represent or expect to represent any
28 additional claimants or plaintiffs with claims against Defendants arising out of or relating to recording

1 or monitoring of interpretation sessions.

2 **3.6. Settlement Fund.**

3 **3.6.1. Initial Deposit.** Within 14 days of execution of this Agreement, the proposed
4 Settlement Administrator shall provide AMN with an estimate for its services through provision of the
5 notice provided for in the Motion for Preliminary Approval, including any third party expenses such as
6 advertising (the “Initial Deposit”). If there is any disagreement over whether that estimate is reasonable
7 the Parties shall meet and confer to resolve any differences and if necessary seek the intervention of
8 Judge Welsh as a mediator. If there is no disagreement, AMN shall then pay or cause to be paid,
9 including through its insurance carrier, the agreed upon amount into an interest bearing account
10 maintained by the Settlement Administrator as an Initial Deposit to be used by the proposed Settlement
11 Administrator for those activities through provision of notice and processing of opt outs.

12 **3.6.2. Second Deposit.** Within thirty (30) days of the Effective Date, AMN shall pay or
13 cause to be paid, including through its insurance carrier, the balance of the Settlement Fund, which shall
14 be called the Second Deposit (which is also the final deposit) in an amount that equals Four Million
15 Five-Hundred Thousand Dollars and No Cents (\$4,500,000.00) minus the Initial Deposit, into an interest
16 bearing account maintained by the Settlement Administrator. For the avoidance of doubt, and for
17 purposes of this Settlement Agreement only, AMN’s total payments under this Agreement shall not
18 exceed Four Million Five-Hundred Thousand Dollars and No Cents (\$4,500,000.00) absent an express
19 written agreement between the Parties to the contrary. AMN’s obligation to pay the Settlement Fund
20 shall proceed as follows:

21 **3.6.3. Custody of Settlement Fund.** In the event this Settlement Agreement is voided,
22 terminated, or cancelled, all funds except that portion of the Initial Deposit properly and timely spent by
23 the Settlement Administrator on approved acts through notice and processing of opt outs, shall be
24 returned by the Settlement Administrator to AMN. In the event this Settlement Agreement is voided,
25 terminated or cancelled due to lack of approval from the Court or any other reason: (i) the Class
26 Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses
27 that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any
28 amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred

1 in accordance with the terms and conditions of this Agreement, including all interest earned on the
2 Settlement Fund net of any Taxes, shall be returned to AMN; and (iii) no other person or entity shall
3 have any further claim whatsoever to such amounts.

4 **3.7. Non-Reversionary.** This Settlement is not a reversionary settlement, except as provided
5 for in Section 3.6. As of the payment of the Second Deposit after the Effective Date, all rights of AMN
6 to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided,
7 cancelled, or terminated, as described in this Agreement.

8 **3.8. Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund
9 shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes;
10 (iii) any Service Payments; (iv) any Fee and Expense Award; (v) Settlement Payments and/or Settlement
11 Benefits, pursuant to the terms and conditions of this Agreement; and (vi) any other Settlement Benefits.

12 **3.9. Financial Account.** The Settlement Fund shall be an account established and administered
13 by the Settlement Administrator, at a financial institution (that is not any of the Released Parties)
14 recommended by the Settlement Administrator and approved by Class Counsel and AMN.

15 **3.10. Payment/Withdrawal Authorization.** No amounts from the Settlement Fund may be
16 withdrawn, except as provided in Section 3.6, unless (i) expressly authorized by the Settlement
17 Agreement and Class Counsel, or (ii) approved by the Court. The Parties, by agreement, may authorize
18 the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such
19 expenses are invoiced without further order of the Court. The Settlement Administrator shall provide
20 Class Counsel and AMN with notice of any withdrawal or other payment the Settlement Administrator
21 proposes to make from the Settlement Fund before the Effective Date at least 30 Business Days prior to
22 making such withdrawal or payment.

23 **3.11. Payments to Class Members.** The Settlement Administrator, subject to such supervision
24 and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require,
25 shall administer and/or oversee distribution of the Settlement Fund to Participating Settlement Class
26 Members pursuant to this Agreement.

27 **3.12. Taxes.** All Taxes, if any, relating to the Settlement Fund shall be paid out of the
28 Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the

1 Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify
2 and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable
3 by reason of any such indemnification payments). The Parties and their respective counsel have made
4 no representation or warranty with respect to the tax treatment by any Class Representative or any
5 Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from
6 or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall
7 be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of
8 funds from the Settlement Fund pursuant to this Agreement.

9 **3.13. Limitation of Liability.**

10 **3.13.1.** AMN and AMN's Counsel shall not have any responsibility for or liability
11 whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement
12 Administrator, or any of their respective designees or agents, in connection with the administration of
13 the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii)
14 the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination,
15 administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses
16 suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of
17 any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the
18 filing of any returns.

19 **3.13.2.** Class Representatives and Class Counsel shall not have any liability whatsoever
20 with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their
21 respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii)
22 the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms
23 of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or
24 payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations
25 in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or
26 costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

27 **3.13.3.** The Settlement Administrator shall indemnify and hold Class Counsel, the
28 Settlement Class, Class Representatives, AMN, and AMN's Counsel harmless for (i) any act or omission

or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. SETTLEMENT BENEFITS

4.1. Prospective Relief. Without admitting any liability, AMN hereby confirms in writing that, as of January 2024 and November 2024, it has instructed relevant employees to cease all recording and monitoring of interpretation sessions, respectively.

4.2. Settlement Payments. In addition, each participating Class Member may submit a claim to receive a Settlement Payment. The amount of the pro rata Settlement Payment will be calculated in accordance with Section 4.6.1 herein.

4.3. Settlement Payment Methods. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods, e.g., PayPal , Venmo, etc. In the event Participating Settlement Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by U.S. Mail. Other than deliveries of check via U.S. mail, any fees or expenses charged by the payment platform selected by the Class Member shall be subtracted from that Class Member's Settlement Payment.

4.4. Deadline to File Claims. Claim Forms must be received on or before the Claims Deadline.

4.5. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is substantially valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within 14 Days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies, and that Claimant shall have 14 Days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable

discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Class Member shall be so notified.

4.6. Distribution of Settlement Payments.

4.6.1. As soon as practicable after the Effective Date, the Settlement Administrator shall make all pro rata Settlement Payments pursuant to Section 4.2 herein. The amount of each Settlement Payment shall be calculated by dividing the Settlement Fund by the number of valid claims submitted by Class Members after fees have been deducted from the Settlement Fund for costs of Notice and Administration, Fees and Expenses, and Service Payments (i.e. Settlement Fund – Notice and Administration – Fees and Expenses – Service Payments = “Net Settlement Fund” to be divided for pro rata Settlement Payments). However, in no event shall any Class Member receive more than \$10,000.00 across all distributions (the “Payment Cap”).

4.7. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who receive a Settlement Payment by physical check shall have 180 Days following distribution to deposit or cash their cash benefit check.

4.8. Residual Funds. To the extent any monies remain in the Settlement Fund more than 180 Days after the distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Settlement Fund shall continue until the average check amount in a distribution is less than Three Dollars and No Cents (\$3.00). However, no subsequent Settlement Payment shall be made to any Participating Settlement Class Member if that payment would put the total amount of payments to that individual over \$10,000.00. A partial subsequent payment may be made to such individuals to bring the aggregate payment to them to \$10,000.00 but not over. Any amount remaining in the Settlement Fund shall be distributed to the Non-Profit Residual Recipient.

4.9. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend

the Settlement Payment within 30 Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

4.10. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to AMN after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the Non-Profit Residual Recipient, as approved by the Court, pursuant to California Code of Civil Procedure § 384.

5. SETTLEMENT ADMINISTRATION

5.1. Submission of Claims.

5.1.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

5.1.2. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

5.1.3. Settlement Administrator's Duties.

5.1.3.1. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner, and calculate Settlement Payments in accordance with this Agreement.

5.1.3.2. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Agreement.

5.1.3.3. Maintenance of Records. The Settlement Administrator shall

maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

5.1.3.4. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendants' Counsel a copy thereof no later than five Days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

5.1.3.5. Provide weekly reports to Class Counsel and Defendants' Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

5.1.3.6. Make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

5.1.3.7. Cooperate with any audit by Class Counsel or Defendants' Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

5.2. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

1 **5.3. Timing of Settlement Benefits.** The Settlement Administrator shall comply with the
2 terms and conditions of this Agreement herein and shall work diligently to timely make all Settlement
3 Payments contemplated in this Agreement within 30 Days after: (i) the Effective Date; or (ii) all Claim
4 Forms have been processed subject to the terms and conditions of this Agreement, whichever date is
5 later.

6 **6. SETTLEMENT CLASS NOTICE**

7 **6.1.** As set forth in this Section 6, Class Notice will be disseminated through a combination
8 of geotargeted Internet Advertisements (substantially in the form of **Exhibit C** attached hereto), notice
9 through the Settlement Website, and publication notice through PR Newswire (substantially in the form
10 of **Exhibit E** attached hereto), as approved by the Court in the Preliminary Approval Order, and
11 described in this Agreement, and in order to comply with all applicable laws including, but not limited
12 to, California Code of Civil Procedure § 382 *et seq.*, the Due Process Clause of the United States
13 Constitution, and any other applicable statute, law or rule.

14 **6.2. Confidentiality.** Any information relating to Settlement Class Members provided to the
15 Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of
16 providing Notice to the Class Members (as set forth herein) and allowing them to recover under this
17 Agreement; shall not be used by the Settlement Administrator for marketing; shall be kept in strict
18 confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any
19 third party; shall be destroyed after all distributions to Class Members have been made; and shall not be
20 used for any other purpose. This provision is intended solely to protect the privacy of Settlement Class
21 Members and against disclosure of their sensitive Personally Identifiable Information, and will not
22 impede Class Counsel's ability to discharge its duties to the Settlement Class or the Settlement
23 Administrator's ability to administer the Settlement.

24 **6.3. Notice via Internet Campaign.** The Settlement Administrator shall design and conduct an
25 Internet Advertisement publication notice program targeted at Class Members, which must be approved
26 by the Court. This Internet Advertisement publication notice shall commence after the Notice Date and
27 shall continue through the Claims Deadline. The Internet Advertisements are substantially in the form
28 of **Exhibit C** attached hereto.

1 **6.4. Notice via Press Release.** The Settlement Administrator will disseminate a digital press
2 release notice for distribution over PR Newswire, which must be approved by the Court. The Press
3 Release will provide details of the Settlement and instruct Class Members on how to access additional
4 information and file claims. The Press Release is substantially in the form of **Exhibit G** attached hereto.

5 **6.5. Contents of the Long Form Notice.** The Long Form Notice, which will be accessible to
6 Class Members via the Settlement Website, shall, *inter alia*: (i) specify the deadline for Settlement Class
7 Members to opt-out, object to, or otherwise comment upon the Settlement by day, month, and year, and
8 describe the method by which Class Members may object to, opt out from, or otherwise comment on
9 the Settlement as set forth in this Agreement; (ii) contain instructions on how to submit a Claim Form;
10 (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time
11 and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit**
12 **E.**

13 **6.6. Fraud Prevention.** The Settlement Administrator shall use reasonable and customary
14 fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential
15 Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii)
16 submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim
17 Form is submitted without a unique class member identifier, the Settlement Administrator shall employ
18 reasonable efforts to ensure that the Claim is valid.

19 **6.7. Settlement Website.** Prior to any dissemination of the Notice and prior to the Notice Date,
20 the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in
21 accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The
22 Settlement Website shall contain information regarding how to submit Claim Forms (including
23 submitting Claims Forms electronically through the Settlement Website) and relevant documents
24 including, but not limited to, the Press Release notice, this Agreement, the Preliminary Approval Order
25 entered by the Court, the operative complaint in the Action, details about the Final Fairness Hearing, as
26 well as the Final Approval Order and Judgement when entered by the Court. The Settlement Website
27 shall also include a toll-free telephone number and mailing address through which Settlement Class
28 Members may contact the Settlement Administrator directly. The Settlement Website shall also make

1 available the Press Release Notice and Claim Form in Spanish. Any changes to the time or location of
2 the Final Fairness Hearing promptly will be indicated on the Settlement Website.

3 **7. OPT-OUT PROCEDURES**

4 **7.1.** Any Settlement Class Member may submit a Request for Exclusion from the Settlement
5 at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or
6 received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for
7 Exclusion must be submitted to the Settlement Administrator via US Mail. Requests for Exclusion must
8 be in writing and must identify the case name *Carrero, et al. vs. AMN Healthcare, Inc. et al.*, Case No:
9 37-2023-00052448 (San Diego County Superior Court); state the name, address and telephone number
10 of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking
11 exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from
12 the proposed Settlement Class in *Carrero, et al. vs. AMN Healthcare, Inc. et al.*, Case No: 37-2023-
13 00052448 (San Diego County Superior Court).” Any Person who elects to request exclusion from the
14 Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled
15 to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to
16 object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class
17 through “mass” or “class” opt-outs.

18 **8. OBJECTION AND COMMENT PROCEDURES**

19 **8.1.** Any Settlement Class Member may object or comment in support of or in opposition to
20 the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the
21 Fairness Hearing.

22 **8.1.1.** Written Objections must be in writing and mailed to the Settlement
23 Administrator.

24 **8.1.2.** All written Objections must include the following: (i) the case name *Carrero, et*
25 *al. vs. AMN Healthcare, Inc. et al.*, Case No: 37-2023-00052448 (San Diego County Superior Court);
26 (ii) the Settlement Class Member’s full name, current physical mailing address, and telephone number;
27 (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class
28 Member desires the Court to consider.

1 **8.1.3.** All written objections must be postmarked no later than the Objection Deadline.

2 **8.1.4.** Objections will not be filed with the Court.

3 **8.1.5.** The Settlement Administrator shall promptly forward any objection(s) it receives
4 to Class Counsel and AMN's Counsel.

5 **8.1.6.** The Court will hear from any Class Member who attends the Final Fairness
6 Hearing and asks to speak, including those Class Members who have submitted an Objection.

7 **8.1.7.** Any Class Member who does not make their objection(s) in the manner and by
8 the date set forth in this Section or at the Final Fairness Hearing shall be deemed to have waived any
9 objections and shall be forever barred from raising such objections.

10 **9. MODIFICATION OR TERMINATION OF THE AGREEMENT**

11 **9.1.** The terms and provisions of this Agreement may be amended, modified, or expanded by
12 written agreement of the Parties; provided, however, that, after entry of the Preliminary Approval Order,
13 the Parties may, by written agreement, effect such amendments, modifications, or expansions of this
14 Agreement and its implementing documents (including all exhibits hereto) without further notice to the
15 Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary
16 Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members
17 under this Agreement.

18 **9.2.** In the event this Agreement is terminated pursuant to any provision herein, then the
19 Settlement proposed herein shall become null and void and shall have no legal effect and may never be
20 mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the
21 timing of the procedural history of the Action), and the Parties will return to their respective positions
22 existing immediately before the execution of this Agreement.

23 **9.3.** Notwithstanding any provision of this Agreement, in the event this Agreement is not
24 approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is
25 declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members,
26 Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative
27 Expenses, or any expenses, including costs of notice and administration associated with this Settlement
28 or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

1 **10. SERVICE PAYMENTS**

2 **10.1.** Class Representatives may each seek a Service Payment, not to exceed Ten Thousand
3 Dollars and No Cents (\$10,000.00) to be awarded and approved by the Court and be paid from the
4 Settlement Fund. Any request for such award of Service Payments must be filed with the Motion for
5 Final Approval.

6 **10.2.** The Settlement Administrator shall pay the Service Payments approved by the Court to
7 the Class Representatives from the Settlement Fund. Such Service Payments shall be paid by the
8 Settlement Administrator, in the amount approved by the Court, within five (5) Days after the Effective
9 Date.

10 **10.3.** In the event the Court declines to approve, in whole or in part, the payment of Service
11 Payments in the amounts requested, the remaining provisions of this Agreement shall remain in full
12 force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the
13 Court, concerning the amount of a Service Payment shall constitute grounds for cancellation or
14 termination of this Agreement.

15 **10.4.** The amount of Service Payment(s) to be applied for as set forth herein was negotiated
16 independently from the other terms of the Settlement. The entire negotiation was supervised by the
17 Honorable Diane M. Welsh (Ret.) as mediator. Further, the allowance or disallowance by the Court of
18 an award of a Service Payment will be considered and determined by the Court separately from the
19 Court's consideration and determination of the fairness, reasonableness, and adequacy of the Settlement.

20 **11. FEE AND EXPENSE AWARD**

21 **11.1.** Class Counsel will file a motion for an award of the Fee and Expense Award to be paid
22 from the Settlement Fund. Class Counsel will file a motion seeking an award of attorneys' fees up to
23 35% of the gross Settlement Fund and their actual costs incurred in litigating this Action not to exceed
24 \$75,000.00 with the Motion for Final Approval. The motion for the Fee and Expense Award shall be
25 posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award
26 under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed
27 and duly executed IRS Form W-9.

28 **11.2.** The Fee and Expense Award shall be paid by the Settlement Administrator and wired to

Class Counsel, in the amount approved by the Court, within five (5) Days after the Effective Date.

11.3. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award. AMN shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

11.4. The amount of the Fee and Expense Award to be applied for by Class Counsel was negotiated independently from the other terms of the class Settlement. The Parties negotiated the Fee and Expense Award to be sought by Class Counsel only after reaching an agreement upon the relief provided to the Class. The entire negotiation was supervised by the Honorable Diane M. Welsh (Ret.) as mediator.

11.5. The Settlement is not conditioned upon the Court's approval of the Fee and Expense Award or the Service Payments.

12. JUDGMENT

12.1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Agreement and among other things shall:

12.1.1. Decree that neither the Judgment nor this Agreement constitutes an admission by AMN of any liability or wrongdoing whatsoever;

12.1.2. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

12.1.3. Release each Released Party from any and all Released Claims;

12.1.4. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

12.1.5. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including AMN and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

13. REPRESENTATIONS AND WARRANTIES

13.1. Each signatory to this Agreement represents and warrants (i) that he, she, they, or it has

all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

14. NO ADMISSION OF LIABILITY OR WRONGDOING

14.1. This Agreement, whether consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

14.1.1. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

14.1.2. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

14.1.3. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

15. MISCELLANEOUS PROVISIONS

15.1. Further Mediation. The parties agree that any disputes related to the finalization of this settlement will, in the first instance, be brought to Judge Diane M. Welsh (ret.). Additionally, if the Settlement Agreement becomes null and void, the parties agreed to promptly engage in a mediation with Judge Welsh to attempt to resolve the matter before re-starting litigation.

15.2. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous

1 agreements, representations, communications and understandings among the Parties. Each of the Parties
2 to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any
3 such party, has made any promise, representation, or warranty, express or implied, not contained in this
4 Agreement to induce either party to execute this Agreement. Neither Party is relying on the other Party
5 or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent
6 determination and judgment. This Agreement may not be changed, modified, or amended except in
7 writing signed by all Parties. The Parties contemplate that the exhibits to this Agreement may be
8 modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement
9 Class Notice to the Settlement Class.

10 **15.3. Best Efforts.** The Parties agree that they will make all reasonable efforts needed to reach
11 the Effective Date and fulfill their obligations under this Agreement.

12 **15.4. Governing Law.** This Agreement shall be construed under and governed by the laws of
13 the State of California, applied without regard to laws applicable to choice of law.

14 **15.5. Execution by Counterparts.** This Agreement may be executed by the Parties in one or
15 more counterparts, each of which shall be deemed an original but all of which together shall constitute
16 one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original
17 signatures and shall be binding.

18 **15.6. Notices.** Any notice, instruction, application for Court approval, or application for Court
19 orders sought in connection with this Agreement or other document to be given by any Party to any
20 other Party shall be in writing and delivered personally or sent by registered or certified mail, postage
21 prepaid, if to AMN to AMN's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to
22 other recipients as the Court may specify. All notices to the Parties or counsel required herein shall be
23 made in writing and communicated by mail and email to the following:

If to Plaintiffs or Class Counsel:	If to AMN or AMN's Counsel:
Jerusalem F. Beligan jbeligan@beliganlawgroup.com Leah M. Beligan lbeligan@beliganlawgroup.com BELIGAN LAW GROUP, LLP 19800 MacArthur Blvd., Ste. 300 Newport Beach, CA 92612	Wynter L. Deagle wdeagle@sheppard.com Anne-Marie Dao adao@sheppard.com SHEPPARD, MULLIN, RICHTER & HAMPTON LLP 12275 El Camino Real, Suite 100

Benjamin F. Johns
bjohns@shublawayers.com
Samantha E. Holbrook
sholbrook@shublawayers.com
SHUB JOHNS & HOLBROOK LLP
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

San Diego, California 92130-4092

15.7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

15.8. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

15.9. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

15.10. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

15.11. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.12. Taxability. AMN does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement. Class Representatives and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of AMN or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Class Representatives and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be AMN's responsibility.

15.13. The Parties have spent substantial time negotiating this Settlement, during a portion of

1 which it was impracticable, impossible, or futile to bring the Litigation to trial. Accordingly, in the event
2 that this Agreement is not approved by the Court or the Settlement is terminated or fails to become
3 effective in accordance with its terms including, but not limited to, termination of the Agreement
4 pursuant under the provisions herein, the time period from December 4, 2022 to the date on which this
5 Agreement is terminated or fails to become effective, if any, (i) shall not count for the purpose of
6 calculating the five-year period to bring the Action to trial under California Code of Civil Procedure
7 Section 583.310, and (ii) shall not be used as the basis for any claims, rights or defenses, except those
8 relating to the foregoing provision relating to California Code of Civil Procedure § 583.310, based on
9 the passage of time during such period. Notwithstanding the foregoing, in the event that this Agreement
10 is not approved by the Court or the Settlement is terminated or fails to become effective in accordance
11 with its terms, the Plaintiffs do not waive the right to seek further time to bring this Action to trial by
12 operation of law, or pursuant to California Code of Civil Procedure § 583.310.

13 **15.14. Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal
14 holiday, the applicable date or deadline shall fall on the next Business Day. The Parties reserve the right
15 to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions
16 of this Agreement.

17 **15.15. Dollar Amounts.** All dollar amounts are in United States dollars, unless otherwise
18 expressly stated.

19 **15.16. Enforcement.** In any proceeding to enforce or construe this Agreement, the prevailing
20 Party shall be entitled to recover his, her, their, or its reasonable costs and attorney's fees.

21 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed
22 on its behalf by its duly authorized counsel of record, all as of the day set forth below:

23 **DEFENDANTS:**

24 Dated: June __, 2026

**AMN Healthcare, Inc. and AMN Healthcare
Language Services, Inc.**

By: _____
Its: _____

27 ///

28 ///

1 **PLAINTIFFS:**

2 Dated: June __, 2026

By: _____
Bertha Carrero

3
4 Dated: June __, 2026

By: _____
Angelina Lara De Carrero

5
6 **PLAINTIFFS' COUNSEL (AS TO FORM ONLY):**

7 Dated: June __, 2026

SHUB JOHNS & HOLBROOK LLP

8 By: _____
9 Benjamin F. Johns
Samantha E. Holbrook

10 Dated: June __, 2026

BELIGAN LAW GROUP, LLP

11 By: _____
12 Jerusalem F. Beligan
13 Leah M. Beligan

14 **DEFENDANTS' COUNSEL (AS TO FORM ONLY):**

15 Dated: June __, 2026

**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

17 By: _____
18 Wynter L. Deagle

Exhibit A

**MUST BE POSTMARKED
ON OR BEFORE
_____, 202_**

Carrero, et al. v. AMN Healthcare, Inc. et al.
Case No. 37-2023-00052448-CU-NP-CTL

FOR OFFICIAL USE ONLY

PROOF OF CLAIM

YOUR CLAIM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE _____, 2026

Submit the Proof of Claim form using the Settlement Administrator's website, [website], OR mail your claim to:

AMN Privacy Settlement
c/o Settlement Administrator
Address
Address

Section A: Claimant Identification

Claimant's Name

Agent/Legal Representative

Street Address

City

State

Zip

Mobile Telephone Number

Email Address*

*By providing your email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.

Section B: Should I File a Claim Form?

In order to be eligible to file a claim form and receive a cash distribution from the proposed Settlement, you must be a person who was physically present in California and whose communications were monitored or listened to and/or recorded by AMN Healthcare, Inc. or AMN Healthcare Language Services, Inc. (collectively, "AMN"), their employees, contractors, agents, or persons acting on their behalf, without obtaining your prior consent, between December 4, 2022 to the date of the Preliminary Approval Order.

The following groups are excluded from Class:

- AMN, its subsidiaries, parent companies, successors, and predecessors, and employees;
- All persons who make a timely election to be excluded from the Class by submitting a Request for Exclusion;

- c. Plaintiffs' counsel and AMN's counsel and members of their immediate families;
- d. Government entities;
- e. Any judge to whom this case is assigned, including his/her immediate family and court staff; and,
- f. The successors or assigns of any of the above listed groups excluded from the Class.

By checking this box, I confirm that I have read the definition of the Class and I am not excluded from

- ☐ participating in the proposed Settlement. DO NOT SUBMIT A CLAIM FORM IF YOU DO NOT MEET THE DEFINITIONS ABOVE.

Section C: Session Information

Provide the date and location of any medical visits or appointments during which you utilized AMN's interpretation services.

Date	Medical Facility Where the Interpretation Took Place

If you have any additional visits or appointments to disclose you may attach and submit that information in a separate document.

Section D: Note Regarding Documentation

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional proof supporting your claim. Any one of the following is acceptable as claim documentation for the interpretation session(s) information set forth in Section C above, if requested by the Settlement Administrator:

1. Documentation confirming the dates and locations of the above-listed interpretation sessions.

If the Settlement Administrator contacts you for requested documentation, failure to respond or provide sufficient documentation may result in the reduction or rejection of your claim.

Section E: Certification

I have read and am familiar with the contents of this Proof of Claim. I certify that the information I have set forth above is true, correct, and complete to the best of my knowledge. I certify that I, or the Class Member I represent, was physically present in California and whose communications were monitored or listened to and/or recorded by AMN Healthcare, Inc. or AMN Healthcare Language Services, Inc., their employees, contractors, agents, or persons acting on their behalf, without obtaining my prior consent between December 4, 2022 to the date of the Preliminary Approval Order.

In addition, I: (1) have not (or the represented Class Member has not) served as an employee, subsidiary, or affiliate of AMN; (2) am not Plaintiffs' or AMN's counsel or a member of their immediate families; (3) did not opt out of the class; and (4) am not one of the judges in this case or a member of their immediate families.

To the extent I have been given authority to submit this Proof of Claim by a Class Member on his or her behalf, and accordingly am submitting this Proof of Claim in the capacity of an Authorized Agent with authority to submit it by the Class Member identified on a separate sheet of paper submitted with this form, and to the extent I have been authorized to receive on behalf of this Class Member(s) any and all amounts that may be allocated to him or her from the Settlement Fund, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the Class Member. In the event amounts from the Settlement Fund are distributed to me and a Class Member later claims that I did not have the authority to claim and/or receive such amounts on its behalf, I and/or my employer will hold the Class, counsel for the Class, and the Settlement Administrator harmless with respect to any claims made by the Class Member.

I hereby submit to the jurisdiction of the Superior Court of the State of California, County of San Diego, for all purposes connected with this Proof of Claim, including resolution of disputes relating to this Proof of Claim. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Proof of Claim form was executed this _____ day of _____, 2026.

Signature

Print or Type Name

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator's website, you must mail the completed Claim Form postmarked on or before _____, 2026, to the following address:

AMN Privacy Settlement
c/o Settlement Administrator
Address
Address

Toll-Free Telephone: [PHONE]

Website: [WEBSITE]

REMINDER CHECKLIST:

1. Please complete and sign the above Proof of Claim form. Attach or upload any documentation supporting your claim if you choose to submit documentation with your claim.
2. Keep a copy of your Proof of Claim form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Proof of Claim form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.

4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement website or U.S. Mail (the addresses are listed above).

Exhibit B

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN DIEGO, HALL OF JUSTICE**

11
12 BERTHA CARRERO and ANGELINA LARA
DE CARRERO, individually, and on behalf all
13 others similarly situated,

14 Plaintiffs,

15 vs.

16 AMN HEALTHCARE, INC.; AMN
HEALTHCARE LANGUAGE SERVICES, INC.;
17 and DOES 1 through 10, inclusive,

18 Defendants.
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CASE NO: 37-2023-00052448-CU-NP-CTL

Assigned for all purposes to Hon. Katherine Bacal,
Dept. C-63

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Plaintiffs Bertha Carrero and Angelina Lara De Carrero (“Class Representatives” or
2 “Plaintiffs”), and Defendants AMN Healthcare, Inc. and AMN Healthcare Language Services, Inc.
3 (“AMN” or “Defendants”) (collectively, the “Parties”) have entered into a Class Action Settlement
4 Agreement and Release dated June [REDACTED], 2026, and all exhibits thereto (the “Settlement” or “Settlement
5 Agreement”);

6 On [REDACTED], 2026, the Court entered the Preliminary Approval Order that, among other things,
7 (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382, a class for
8 purposes of Settlement only; (b) appointed named Plaintiffs Bertha Carrero and Angelina Lara De
9 Carrero as Class Representatives for settlement purposes; (c) appointed as Class Counsel Jerusalem F.
10 Beligan and Leah M. Beligan of the Beligan Law Group, LLP and Benjamin F. Johns and Samantha E.
11 Holbrook of Shub Johns & Holbrook, LLP; (d) preliminarily found that the Settlement is fair,
12 reasonable, adequate, and the product of substantial investigation, litigation, and arm’s length
13 negotiations; (e) appointed Kroll Settlement Administration LLC (“Kroll”) as the Settlement
14 Administrator to provide notice to the Settlement Class, as selected and agreed upon by the Parties; (f)
15 approved the claims, opt out, and objection procedures provided for in the Settlement Agreement; and
16 (g) scheduled a Final Fairness Hearing for October 16, 2026, in Department C-63 of the San Diego
17 County Superior Court;

18 The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order has
19 been provided, as attested to in the declaration of Tara Trapani, Senior Director of Kroll;

20 A Fairness Hearing was held on whether the Settlement is fair, reasonable, adequate, and in the
21 best interests of the Settlement Class, such hearing date being due and the appropriate number of days
22 after such notice to the Settlement Class;

23 The Court duly considered the motion for final approval of the Settlement Agreement, Class
24 Counsel’s application for a Fee and Expense Award, and the request for Class Representative Service
25 Payments; and

26 The Court has considered the Settlement Agreement and exhibits thereto, the submissions of the
27 Parties, the record in the Action, the evidence presented, the arguments presented by counsel, and any
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objections made by Settlement Class Members. Good cause appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

1. The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Settlement Class Members who did not timely exclude themselves from the Settlement Class.

2. The Court adopts, incorporates, and makes a part hereof: (a) the Class Action Settlement Agreement and Release executed by the Parties on June 12, 2026, including the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively, all of which were filed with the Court on June 12, 2026. All capitalized terms used in this Order have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. The Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as: All persons who were physically present in California and whose communications were monitored or listened to and/or recorded by AMN, their employees, contractors, agents, or persons acting on their behalf, without obtaining prior consent. Excluded from the Settlement Class are: (1) the Judges presiding over the Action, Class Counsel, and members of their families; (2) AMN and its subsidiaries, parent companies, successors, predecessors, and any entity in which AMN or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

4. Class Representatives. Plaintiffs Bertha Carrero and Angelina Lara De Carrero are hereby appointed, for settlement purposes only, as Class Representatives for the Settlement Class.

5. Class Counsel. Jerusalem F. Beligan and Leah M. Beligan of the Beligan Law Group, LLP, and Benjamin F. Johns and Samantha E. Holbrook of Shub Johns & Holbrook, LLP are hereby appointed, for settlement purposes only, as counsel for the Settlement Class.

6. This Court finds and concludes, solely for purposes of settlement, that:

a. the Settlement Class Members are so numerous that joinder of all Settlement

1 Class Members in the Action is impracticable;

2 b. the Settlement Class has been objectively defined and can and has been
3 ascertained from AMN's business records;

4 c. there are questions of law and fact common to the Settlement Class which, as to
5 the Settlement and related matters, predominate over any individual questions;

6 d. the Class Representatives' claims are typical of the Settlement Class Members'
7 claims;

8 e. the Class Representatives and Class Counsel can and have fairly and adequately
9 represented and protected the Settlement Class Members' interests;

10 f. a class action is superior to other available methods for the fair and efficient
11 adjudication of the controversy considering: (1) the interests the Settlement Class Members in
12 individually controlling the prosecution of separate actions; (2) the extent and nature of any litigation
13 concerning the controversy already commenced by the Settlement Class Members; (3) the desirability
14 or undesirability of concentrating the litigation of these claims in this particular forum; and (4) the
15 difficulties likely to be encountered in the management of this class action.

16 7. Settlement Class Notice. The Court finds that dissemination of the notices attached to the
17 Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b)
18 constituted the best notice practicable under the circumstances; (c) constituted notice that was
19 reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency
20 of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their
21 right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement
22 (including the Releases to be provided thereunder); (v) Class Counsel's motion for an award of
23 attorneys' fees and expenses and for Service Payments to the Class Representatives; (vi) their right to
24 object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses
25 and Service Payments to the Class Representatives; and (vii) their right to appear at the Final Fairness
26 Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of
27 the proposed Settlement; and (e) satisfied the requirements of California Code of Civil Procedure section
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382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice fully satisfied the requirements of due process.

8. Requests for Exclusion. [The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper Requests for Exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Order.] or [No timely requests for exclusion have been submitted.]

9. Objections. [No objections to the settlement were submitted.] or [The Court has considered each of the ____ objections to the Settlement. The Court finds and concludes that each of the objections is without merit, and they are hereby overruled.]

10. The Court finds the compensation to the Settlement Class, including the pro rata Settlement Payments to Class Members, in accordance with the terms of the Settlement Agreement, and the agreed to injunctive and prospective relief as set forth in Section 4.1 of the Settlement Agreement are fair and reasonable. The scope and duration of any such injunctive and prospective relief shall be as defined in the Settlement Agreement and shall not be construed to impose obligations on Defendants beyond those expressly set forth therein. The Court authorizes the Settlement Administrator to make payments to Settlement Class Members who submitted timely and valid Claim Forms in accordance with the terms of the Settlement Agreement.

11. The Court hereby adopts and approves the Settlement Agreement, and finds that it is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of the California Code of Civil Procedure and the California Civil Code, the United States Constitution (including the Due Process Clause), and all other applicable laws, and in the best interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and their counsel to implement, perform, and consummate this Settlement in accordance with the terms and conditions of the Settlement Agreement.

12. Dismissal. The Action is hereby dismissed. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

1 13. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever
2 binding on AMN, Plaintiffs, and all Settlement Class Members who did not timely request exclusion
3 (regardless of whether any individual Settlement Class Member submits a Claim Form, seeks or obtains
4 a Settlement benefit, or objected to the Settlement), as well as their respective successors and assigns.

5 14. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are
6 expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.
7 Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the
8 Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and each
9 and every Settlement Class Member, including the heirs, estates, executors, administrators, and assigns
10 of any Settlement Class Member, shall have released the Released Claims against the Released Parties.
11 Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce
12 or effectuate the terms of the Settlement Agreement or this Order. Nor does this Release apply to any
13 Settlement Class Member who timely excludes himself or herself from the Settlement.

14 15. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred and
15 permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims against
16 any of the Released Parties, including but not limited to Defendants and their respective past, present,
17 and future parents, subsidiaries, affiliates, officers, directors, employees, agents, contractors, insurers,
18 successors, and assigns, as more fully defined in the Settlement Agreement.

19 16. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and
20 the fact of the Settlement do not constitute admissions or concessions by Defendants of any fault,
21 wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for
22 trial or dispositive motion practice. The certification of the Settlement Class for settlement purposes
23 shall have no bearing on, and shall not be admissible in connection with, any motion for class
24 certification in any other proceeding. This Order is not a finding of the validity or invalidity of any of
25 the claims asserted or defenses raised in the Action. Nothing relating to the Settlement, including this
26 Order, the Settlement Agreement, or any document or statement filed or made in furtherance thereof,
27 shall be offered or received in evidence as an admission, concession, presumption or inference against
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the Defendants or any of the Released Parties in any other proceeding of any kind, whether brought by private parties, governmental agencies, or regulatory bodies, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

17. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and implementation of this Settlement and any award or distribution to the Settlement Class Members; and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement, pursuant to California Code of Civil Procedure section 664.6 or otherwise.

18. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the amount of \$_____, and reimbursement of litigation expenses and costs in the amount of \$_____, and such amounts shall be paid by the Settlement Administrator solely from the Gross Settlement Amount, pursuant to and consistent with the terms of the Settlement. In no event shall Defendants be required to pay attorneys' fees or expenses in excess of or in addition to the Gross Settlement Amount. Pursuant to Paragraph 11.3 of the Settlement Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate the attorneys' fees and expenses award.

19. Service Payments. The Class Representatives are each awarded a Service Payment in the amount of \$_____, and such amounts shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement Agreement.

20. Defendants shall have no liability or responsibility for any payments, fees, or costs under this Order except as provided in the Settlement Agreement.

21. Modification of the Agreement of Settlement. Without further approval from the Court, Plaintiffs, by and through Class Counsel, and AMN are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the

1 Court, Plaintiffs, by and through Class Counsel, and AMN may agree to reasonable extensions of time
2 to carry out any of the provisions of the Settlement Agreement.

3 22. Termination of Settlement. If the Settlement is terminated as provided in the Settlement
4 Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated,
5 rendered null and void and be of no further force and effect, except as otherwise provided by the
6 Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiffs, Settlement
7 Class Members, and AMN, and the Parties shall be deemed to have reverted *nunc pro tunc* to their
8 respective litigation positions in the Action immediately prior to the execution of the Settlement
9 Agreement. In such event, (a) all findings and orders regarding class certification made in connection
10 with the Settlement shall be automatically vacated and shall not be used or cited for any purpose
11 whatsoever in this or any other proceeding; (b) all discovery, admissions, and evidence produced or
12 exchanged solely in furtherance of the Settlement shall be inadmissible and may not be used for any
13 purpose; and (c) Defendants expressly reserve all rights and defenses, including the right to oppose class
14 certification on any and all grounds.

15 23. A separate Final Judgment shall be issued adopting this Order and directing the Clerk of
16 Court to dismiss this action accordingly. This Order and the Final Judgment will be posted to the
17 Settlement Administrator's website.

18 **IT IS SO ORDERED.**

19
20 Dated: _____

21 Honorable Katherine A. Bacal
22 Superior Court Judge
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Exhibit C

Carrero v. AMN Healthcare (CIPA)

Search Ad

Headline 1	AMN Interpretation Settlement	1
Headline 2	Interpretation Privacy lawsuit	0
Headline 3	AMN Privacy lawsuit	11
Headline 4	AMN Healthcare Privacy lawsuit	0
Headline 5	AMN Privacy Settlement	8
Headline 6	AMN Healthcare Settlement	5
Headline 7	CA Invasion of Privacy Act	4
Headline 8	CIPA Settlement	15
Headline 9	Interpretation CIPA	11
Headline 10	Translator Services Settlement	0
Headline 11	Translation Services Lawsuit	2

Description 1	Did you have interpretation sessions from AMN Healthcare/AMN Healthcare Language Services?
Description 2	Your sessions may have been monitored or recorded without your consent.
Description 3	A settlement may affect your rights.

Sponsored



www.urltbd.com

<https://www.urltbd.com>

AMN Interpretation Settlement | Interpretation Privacy lawsuit | AMN Privacy lawsuit

Did you have interpretation sessions from AMN Healthcare/AMN Healthcare Language Services? Your sessions may have been monitored or recorded without your consent.

<http://www.karooya.com/responsive-search-ad-preview-tool?id=aqzlxcah3itth00r>

Exhibit D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, HALL OF JUSTICE**

BERTHA CARRERO and ANGELINA LARA
DE CARRERO, individually, and on behalf all
others similarly situated,

Plaintiffs,

vs.

AMN HEALTHCARE, INC.; AMN
HEALTHCARE LANGUAGE SERVICES, INC.;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 37-2023-00052448-CU-NP-CTL
Assigned for all purposes to Hon. Katherine
Bacal, Dept. C-63

[PROPOSED] JUDGMENT

On [date], the Court [granted] Plaintiffs’ motion for final approval of the Settlement with AMN Healthcare, Inc. and AMN Healthcare Language Services, Inc. and [granted] Plaintiffs’ motion for a Fee and Expense Award and Class Representative Service Payments. Dkt. Nos. __, __. All claims asserted against AMN Healthcare, Inc. and AMN Healthcare Language Services, Inc. in this action are hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement and the Final Approval Order.

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Final Approval Order, and this Judgment. Exhibit 1 to the Final Approval Order lists the Settlement Class Members who timely and validly excluded themselves from the Settlement. Those persons are not bound by the Settlement Agreement. All Settlement Class Members who

1 did not timely and validly exclude themselves from the Settlement are hereby deemed to have
2 fully, finally, and forever released, relinquished, and discharged all Released Claims as defined in
3 the Settlement Agreement against AMN Healthcare, Inc., AMN Healthcare Language Services,
4 Inc., and all other Released Parties as defined in the Settlement Agreement.

5 All Settlement Class Members who did not timely and validly exclude themselves from
6 the Settlement, and their respective heirs, executors, administrators, successors, and assigns, are
7 hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, or
8 participating in any action or proceeding in any court, tribunal, or forum asserting any of the
9 Released Claims against any of the Released Parties.

10 This Judgment shall be binding upon all Settlement Class Members who did not timely and
11 validly exclude themselves from the Settlement, and upon their respective heirs, executors,
12 administrators, representatives, successors, and assigns.

13 Neither the Settlement nor this Judgment, nor any act performed or document executed
14 pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be used as an
15 admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any
16 wrongdoing or liability of AMN Healthcare, Inc. or AMN Healthcare Language Services, Inc., or
17 any of the Released Parties. This Judgment and the Settlement may not be offered or received in
18 evidence in any action or proceeding against any Released Party as evidence of a presumption,
19 concession, or admission of liability or wrongdoing.

20 Without affecting the finality of the Settlement or Judgment entered, this Court shall retain
21 exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class
22 Members, for purposes of enforcing and interpreting this Order and the Settlement.

23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24
25 Dated: _____

Honorable Katherine A. Bacal
Superior Court Judge

Exhibit E

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION AND OF PROPOSED SETTLEMENT

If you had interpretation sessions in the State of California that may have been monitored and/or recorded by AMN Healthcare, Inc. and/or AMN Healthcare Language Services, Inc. without obtaining your prior consent between December 4, 2022 to the date of the Preliminary Approval Order, this class action settlement may affect your rights.

The Superior Court of California authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been proposed in a class action lawsuit pending in San Diego County Superior Court (“Court”) in *Carrero, et al. v. AMN Healthcare, Inc. et al.*, Case No. 37-2023-00052448-CU-NP-CTL (the “Action”).
- Plaintiffs Bertha Carrero and Angelina Lara De Carrero (“Plaintiffs”) filed this lawsuit on behalf of themselves and a proposed class (defined below) claiming that Defendants AMN Healthcare, Inc. and AMN Healthcare Language Services, Inc. (“AMN”) violated the California Invasion of Privacy Act by allegedly monitoring and/or recording language interpretation sessions between patients and their medical providers without notifying them or obtaining prior consent.
- A settlement (“Settlement Agreement”) has been reached with AMN to dismiss all claims with prejudice in exchange for a \$4.5 million Settlement Fund. AMN has also issued internal instructions to implement a cessation of monitoring and/or recording interpretation sessions in California until and unless further procedures are put in place.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
FILE A CLAIM	You may file a Claim for payment online or by mail. Filing a claim binds you to the terms of the Settlement and you give up your right to sue AMN for the claims released by the Settlement.	
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive any payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against AMN regarding the allegations in the Action. Detailed instructions for this option are set forth in <u>Section 15</u> below.	Deadline: [Insert 60-days after the Notice Date]
OBJECT	If you wish to object to the Settlement, you must file a motion to intervene and file and serve an Objection prior to the Final Approval Hearing. Simply objecting does not make you a party to the Action, nor does it exclude you from the Settlement. Detailed instructions for this option are set forth in <u>Section 16</u> below.	Deadline: [Insert 60-days after the Notice Date]

APPEAR AT THE FINAL APPROVAL HEARING	The Court will hold a Final Approval Hearing to consider the Settlement, the request for Attorneys' Fees and Expenses by counsel representing the Class in the Action, and Plaintiffs' request for Service Award Payments for bringing the Action. You may, but are not required to, speak at the Final Approval Hearing about any Objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing and object to the Settlement, you must file a motion to intervene and file your objections prior to the Final Approval Hearing. Instructions for this option are set forth in <u>Section 18</u> below.	Hearing Date: [October 16, 2026 at 1:30 p.m.]
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The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

BACKGROUND INFORMATION

1. What is the purpose of this notice?

Plaintiffs have issued this notice because a Settlement has been reached in this Action. Anyone who has used AMN's interpretation during the Class Period may be eligible for the relief detailed below.

This notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

2. What is this lawsuit about?

Plaintiffs allege that AMN violated the California Invasion of Privacy Act by allegedly recording and/or monitoring calls or videos interpreted by AMN in California without the knowledge or consent of Plaintiffs and other patients.

AMN denies these allegations, any wrongdoing, and any liability whatsoever. No court or other entity has made any judgment or other determination of any liability. AMN further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiffs' claims in the Action.

To obtain more information about what has happened in the Action to date, please see Section 21 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "plaintiffs" sue on behalf of other people who allegedly have similar claims. In this Action, Bertha Carrero and Angelina Lara De Carrero are the named Plaintiffs. The companies they sued are AMN Healthcare, Inc. and AMN Healthcare Language Services, Inc., who are called the Defendants. One court will resolve the issues for all Class Members.

4. Why is there a Settlement?

Plaintiffs have made claims against AMN. AMN denies that it has done anything wrong or illegal and admit no liability. **The Court has not decided that Plaintiffs or AMN should win this Action. Instead, both sides agreed to a Settlement.** This way, both sides avoid the cost and uncertainty of class certification and a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that all living individuals in the United States who fit the following description are Class Members for purposes of the proposed Settlement:

All persons who were physically present in California and whose communications were monitored or listened to and/or recorded by AMN, their employees, contractors, agents, or persons acting on their behalf, without obtaining prior consent.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to or call the Settlement Administrator for free help. The mailing address of the Settlement Administrator is [insert mailing address]. The email address is [insert email address]. The phone number is [insert phone number].

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

AMN has agreed to settle this Action for a gross Settlement Fund of \$4.5 million which will be used to settle the claims of Plaintiffs and Settlement Class Members. The gross Settlement Fund will be used to pay the claims of Settlement Class Members, the cost of providing notice to the Class and administering the Settlement, and Service Award Payments to each Plaintiff in the amount of \$10,000 each. AMN has also agreed to permit Class Counsel to seek up to 35% of the gross Settlement Fund for their attorneys' fees and to seek their actual costs in prosecuting this Action.

Plaintiffs and each Class Member who does not elect to opt-out of the Settlement will be paid a proportionate share of the net Settlement Fund, subject to a maximum payment of \$10,000 per Class Member across all distributions. The amount of the net Settlement Fund will be calculated by subtracting the Service Award Payments to Plaintiffs, the costs of administering the Settlement, and attorneys' fees and costs from the gross Settlement Fund of \$4.5 million.

AMN has also confirmed that it instructed relevant employees to cease recording interpretation sessions in the beginning of January 2024; and it instructed relevant employees to cease all monitoring of interpretation sessions beginning in November 2024.

PAYMENT TO THE CLASS

8. How can I get a payment?

To be eligible to receive a payment through the settlement, you must complete and submit a timely and valid Claim Form. The Claim Form can be obtained online at [WEBSITE] or by writing or emailing the Settlement Administrator at the address listed below. The completed Claim Form must be submitted to the Settlement Administrator online at [WEBSITE] or by mail to the address below so that it is **postmarked by [CLAIM DEADLINE]**.

AMN Privacy Settlement
c/o Settlement Administrator
Address
Address

If you do not submit a valid Claim Form electronically or so that it is postmarked by **[CLAIM DEADLINE]**, you will not receive a payment, but you will be bound by the settlement and the Court's judgment.

9. When will I get a payment?

Payments will be made to Settlement Class Members after the Court grants “final approval” of the Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the Court approves the Settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

10. Do I have a lawyer in this case?

The named Plaintiffs are Bertha Carrero and Angelina Lara De Carrero. Plaintiffs and other Class Members are represented by the Beligan Law Group LLP, and Shub Johns & Holbrook LLP. You will not be separately charged for these lawyers. If you have a question about the case, you may contact Class Counsel at:

The Beligan Law Group LLP
19800 MacArthur Boulevard, Suite 300
Newport Beach, CA 92612
jbeligan@beliganlawgroup.com
lbeligan@beliganlawgroup.com
(949) 224-3881

Shub Johns & Holbrook LLP
Four Tower Bridge
200 Barr Harbor Drive, #400
Conshohocken, PA 19428
bjohns@shublawyers.com
sholbrook@shublawyers.com
(610) 477-8380

If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel may receive attorneys’ fees and costs up to 35% from the gross Settlement Fund and will ask the Court to reimburse them for the expenses they incurred prosecuting this Action. You will not be required to pay any attorneys’ fees or expenses yourself.

12. Will the named Plaintiffs receive any compensation for their efforts in bringing this Action?

Plaintiffs will request Service Award Payments of up to \$10,000 for their services as class representatives and their efforts and initiative in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiffs.

RELEASE OF CLAIMS

13. What will I give up if I do not exclude myself from the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against AMN. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against AMN regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 20 below, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter (also known as a “Request for Exclusion”) via U.S. Mail or other delivery service that states: (i) the name and case number of the Action; (ii) your full name, address, telephone number, and email address; (iii) a statement that you elect to be excluded from the Action and elect not to participate in the Settlement; (iv) the full name, title, business address, business telephone number, and business email address of any person submitting the Request for Exclusion on your behalf; and (v) a representation that any person submitting the Request for Exclusion on your behalf has the authority to do so. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) by no later than [Insert 60-days from the Notice Date], and sent to the Settlement Administrator at [Insert mailing address of Settlement Administrator].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action; you will not be precluded from prosecuting any timely, individual claim against AMN based on the conduct complained of in the Action; and you will not receive an individual Settlement payment.

HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court if I do not like the Settlement?

At the date and location stated in Section 17 below, the Court will hold a Final Approval Hearing to determine whether the Settlement is fair, reasonable, and adequate, and to consider Class Counsel’s request for an award of Attorneys’ Fees and Expenses, and Service Award Payments to Plaintiffs.

Any Settlement Class Member who has not submitted a timely Request for Exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the proposed settlement, to the attorneys’ fees and costs requested by Class Counsel, or the requested incentive awards, must do so by filing a written objection with the Court no later than [Insert 60-days after the Notice Date] and filing a motion to intervene before the Final Approval Hearing and serving a copy of the objection and motion on Class Counsel and counsel for AMN.

To be valid, any written Objection must include: (i) the name and case number of the Action; (ii) the Settlement Class Member’s name, address, telephone number, and email address; (iii) the full name, title, business address, business telephone number, and business email address of the person submitting the objection for the Settlement Class Member; (iv) a representation that the person submitting the objection has the authority to do so on behalf of the Settlement Class Member; and (v) a statement of each objection and the relief that the Settlement Class Member is requesting.

Any Settlement Class Member who files and serves a motion to intervene and written objection as described in this paragraph has the option to appear at the Final Approval Hearing to object to the fairness, reasonableness, or adequacy of this proposed settlement, to the attorneys’ fees and costs requested by Class Counsel, or the requested incentive awards. Settlement Class Members may retain counsel to object to the settlement and/or appear at the Final Approval Hearing. If a Settlement Class Member makes an objection or appears at the Final Approval Hearing through an attorney, the Settlement Class Member will be responsible for his or her personal attorney’s fees and costs. Any Settlement Class Member who fails to file a timely intervention motion and objection shall have waived any right to object to this Agreement and shall not be permitted to object at the Final Approval Hearing and shall be foreclosed from seeking any review of this settlement by appeal or other means.

IF YOU DO NOT TIMELY INTERVENE AND MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

16. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

17. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Settlement Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and is in the best interests of the Settlement Class; to consider the award of Attorneys' Fees and Expenses to Class Counsel; and to consider the request for Service Award Payments to Plaintiffs.

18. When and where will the Final Approval Hearing be held?

On October 16, 2026 at 1:30 p.m., a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any Objections and arguments concerning the proposed Settlement's fairness. The hearing will take place in Dept. C-63 of the California Superior Court for the County of San Diego, located at 330 W. Broadway, San Diego, CA 92101. The hearing may be postponed to a different date, time, or location without notice.

19. May I speak at the hearing?

At the hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to attend.

ADDITIONAL INFORMATION

20. How can I get more information?

To obtain copies of the Settlement Agreement, the Court's Preliminary Approval order, and the operative complaint filed in the Action, please contact Class Counsel at:

The Beligan Law Group LLP
19800 MacArthur Boulevard, Suite 300
Newport Beach, CA 92612
jbeligan@beliganlawgroup.com
lbeligan@beliganlawgroup.com
(949) 224-3881

Shub Johns & Holbrook LLP
Four Tower Bridge
200 Barr Harbor Drive, #400
Conshohocken, PA 19428
bjohns@shublawayers.com
sholbrook@shublawayers.com
(610) 477-8380

Selected documents are also available online at [[insert settlement website](#)].

21. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may contact the Settlement Administrator via mail at [insert mailing address]; via email at [insert email address]; or via phone at [insert phone number]

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Exhibit F

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, HALL OF JUSTICE**

BERTHA CARRERO and ANGELINA
LARA DE CARRERO, individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AMN HEALTHCARE, INC.; AMN
HEALTHCARE LANGUAGE SERVICES,
INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2023-00052448-CU-NP-CTL

Assigned to the Hon. Katherine Bacal

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION OF
THE SETTLEMENT CLASS,
APPOINTMENT OF CLASS
REPRESENTATIVES AND CLASS
COUNSEL, AND APPROVAL OF
NOTICE PLAN AND CLASS NOTICE**

Hearing:

Date: June 26, 2026

Time: 1:30 p.m.

Dept.: C-63

Complaint Filed: December 4, 2023

FAC Filed: April 8, 2024

Trial: Not set

1 The Unopposed Motion for Preliminary Approval of Class Action Settlement, Conditional
2 Certification of the Settlement Class, Appointment of Class Representatives and Class Counsel,
3 and Approval of Notice Plan and Class Notice (the “Motion”), filed by Plaintiffs Bertha Carrero
4 and Angelina Lara De Carrero (“Plaintiffs”), came on regularly for hearing before this Court, the
5 Honorable Katherine Bacal presiding, on June 26, 2026 at 1:30 p.m. After consideration of all the
6 papers filed in connection therewith, the arguments of counsel, and all other matters presented to
7 the Court, the Court hereby makes a preliminary finding that the settlement is fair, adequate, and
8 reasonable.¹ Nothing herein shall constitute a determination on the merits of the claims or defenses
9 asserted in this Action, nor shall this Order be construed as an admission of any fault, liability, or
10 wrongdoing by Defendants. Good cause appearing therefore, the Court **GRANTS** the Motion and
11 **ORDERS** as follows:

12 1. The terms of the Settlement reached by Plaintiffs and Defendants AMN Healthcare,
13 Inc. and AMN Healthcare Language Services, Inc. (“AMN” or “Defendants”) set forth in the
14 Agreement filed by Plaintiffs with the Motion, are hereby preliminarily approved as being fair,
15 adequate and reasonable to the Settlement Class Members (defined in paragraph 3, below), subject
16 to further consideration at the Final Fairness Hearing after the distribution of the Long-Form Notice
17 to Settlement Class Members.

18 2. The Court hereby preliminarily determines that the Settlement set forth in the
19 Agreement falls within the range of reasonableness and appears to be presumptively valid, subject
20 only to any objections that may be raised at the Final Fairness Hearing. It appears to the Court that
21 substantial investigation and research have been conducted such that counsel for the Parties at this
22 time are reasonably able to evaluate their respective positions. It further appears to the Court that
23 settlement will avoid substantial additional costs by the Parties, as well as the delay and risk that
24 would be presented by further prosecution of the Action. It further appears to the Court that the
25

26
27 ¹ A copy of the fully executed Settlement Agreement (“Agreement”), including Notice Plan and
28 Long-Form Notice, is attached as **Exhibit 1** to the Declaration of Jerusalem F. Beligan (“Beligan
Decl.”). Unless otherwise stated, all capitalized terms used herein are defined and carry the same
definition as the terms used in the Agreement.

1 proposed Settlement that has been reached is the result of intensive, serious, non-collusive, arm's-
2 length negotiations.

3 3. The Court hereby preliminarily certifies the following Settlement Class for
4 settlement purposes only:

5 All persons who were physically present in California and whose
6 communications may have been monitored and/or recorded by AMN during
7 the Class Period.

8 4. Jerusalem F. Beligan and Leah M. Beligan of the Beligan Law Group, LLP, and
9 Jonathan Shub, Benjamin F. Johns, and Samantha E. Holbrook of Shub Johns & Holbrook, LLP,
10 are appointed Class Counsel for the Settlement Class.

11 5. Plaintiffs are appointed the Class Representatives.

12 6. Kroll Settlement Administration LLC is appointed the Settlement Administrator.

13 7. The Court approves, as to form and content, the Notice Plan and Long-Form Notice
14 attached to the Agreement as **Exhibits X and X**. The Court finds that the Notice Plan and Long-
15 Form Notice fairly and adequately apprise Settlement Class Members of their rights under the
16 Agreement.

17 8. The Court directs the Settlement Administrator to implement the Notice Plan and
18 distribute the Long-Form Notice in accordance with the schedule and procedures set forth in the
19 Agreement. The Court finds that the dates and method selected for distribution of the Long-Form
20 Notice, as set forth in the Agreement, meet the requirements of due process and provide the best
21 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
22 persons entitled thereto.

23 9. The Settlement Class Members are preliminarily enjoined, pending the outcome
24 of the Final Fairness Hearing, from commencing, prosecuting or maintaining any claim already
25 asserted in, and encompassed by, this Action, or commencing, prosecuting or maintaining in any
26 court or forum, other than the Court, any claim, action or other proceeding that challenges, or seeks
27 review of or relief from, any order, judgment, act, decision or ruling of the Court in connection
28 with the Agreement.

1 10. The Final Fairness Hearing to consider and determine (i) whether the Settlement
2 should be finally approved; (ii) whether Class Counsel's application for Attorneys' Fees and
3 Litigation Costs should be approved; (iii) whether the application for Service Payments should be
4 approved; and (iv) whether the Administrative Expenses should be approved is hereby set for
5 **October 16, 2026 at 1:30 p.m.** in this department.

6 11. Class Counsel shall file the motions requesting final approval of the Settlement, an
7 award of reasonable Attorneys' Fees and Litigation Costs, and an award of reasonable Service
8 Payments to Plaintiffs on or before September 21, 2026.

9 12. All other deadlines in the Action are hereby stayed pending the Final Fairness
10 Hearing.

11 **IT IS SO ORDERED.**

12
13
14 Dated: _____

Honorable Katherine A. Bacal
Superior Court Judge

Exhibit G

Carrero v. AMN Healthcare (CIPA)

Press Release

If you had interpretation sessions from AMN Healthcare or AMN Healthcare Language Services, your sessions may have been monitored or recorded without your consent, and your rights may be affected by a settlement.

Philadelphia, PA, Month 00, 2026 /PRNewswire/ -- The following statement is being issued by Kroll Settlement Administration to Settlement Class Members regarding *Carrero, et al. v. AMN Healthcare, Inc. et al.*, Case No. 37-2023-00052448-CU-NP-CTL (Superior Court of the State of California, County of San Diego).

A proposed settlement has been reached with AMN Healthcare, Inc. and AMN Healthcare Language Services, Inc. ("AMN") in a class action alleging that AMN violated the California Invasion of Privacy Act by monitoring and/or recording language interpretation sessions between patients and medical providers without notification or prior consent. AMN denies all allegations of wrongdoing and has agreed to the settlement solely to avoid the burden, expense, and uncertainty of continued litigation.

You may be entitled to payment if you are included in this Settlement as a Settlement Class Member.

If approved, the Settlement will provide \$4.5 million to resolve the lawsuit. **You must submit a Claim Form by Month 00, 2026** to be eligible to file a claim form and receive a cash distribution from the proposed Settlement.

If you do not want to be legally bound by the Settlement, you must opt out by **Month 00, 2026**. If you do not agree with the Settlement, you may submit an objection by **Month 00, 2026**. If you do nothing, you will not receive a cash distribution, but you will remain a member of the Settlement Class and will be bound by the terms of the settlement.

A Final Approval Hearing is currently scheduled for **October 16, 2026**. At the hearing, the Court will determine whether to approve the Settlement, as well as up to 35% in attorneys' fees, expenses and costs not to exceed \$75,000, and Service Award payments of up to \$10,000 to each Class Representative.

For more information, as well as to file a Claim Form, visit <www.URLtbd.com> or call (000) 000-0000.

#

Source: Kroll Settlement Administration (Required for press release to be issued.)

Media Contact(s): Kroll will act as the media contact for the press release unless the client provides an alternate contact. Media contact is only available to reporters and media outlets registered with PR Newswire.