

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 August 7, 2026, 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: October 27, 2026
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: October 27, 2026
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: December 18, 2026 at 1:30 p.m.

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 Carrero v. AMN Healthcare, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391. The phone number is (833) 319-1317.

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 www.amncipasettlement.com 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 www.amncipasettlement.com or by mail to the address below so that it is **postmarked by October 27, 2026**.

Carrero v. AMN Healthcare
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

If you do not submit a valid Claim Form electronically or so that it is postmarked by **October 27, 2026**, 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 **October 27, 2026**, and sent to the Settlement Administrator at Carrero v. AMN Healthcare, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

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 **October 27, 2026**, 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 December 18, 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, 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 www.amncipasettlement.com.

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 Carrero v. AMN Healthcare, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391; or via phone at (833) 319-1317.

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