

F I L E D
San Diego Superior Court

AUG 07 2026

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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: July 31, 2026

Time: 1:30 p.m.

Dept.: C-63

Complaint Filed: December 4, 2023

FAC Filed: April 8, 2024

Trial: Not set

**~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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 July 31, 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
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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 the Notice Plan as described in the Agreement and the Long-
14 Form Notice attached to the Agreement as **Exhibit E** and the Amended Claim Form attached as
15 **Exhibit B** to the Declaration of Jerusalem F. Beligan in Support of Plaintiffs' Supplemental Brief.
16 The Court finds that the Notice Plan, Long-Form Notice and Amended Claim Form fairly and
17 adequately apprise Settlement Class Members of their rights under the Agreement.

18 8. The Court directs the Settlement Administrator to implement the Notice Plan and
19 distribute the Long-Form Notice and Amended Claim Form in accordance with the schedule and
20 procedures set forth in the Agreement. The Court also directs the Settlement Administrator to issue
21 the press release through PR Newswire's California and California Hispanic newslines in English
22 and Spanish and to include links to translated versions of the press release in Mandarin, Cantonese,
23 Vietnamese, Filipino (Tagalog), Korean, Armenian, Persian, Russian, Punjabi, and Arabic. The
24 Court further directs the Settlement Administrator to make the Amended Claim Form available on
25 the Settlement Website in English, Spanish, Mandarin, Cantonese, Vietnamese, Filipino (Tagalog),
26 Korean, Armenian, Persian, Russian, Punjabi, and Arabic.

27 9. The Court finds that the dates and method selected for distribution of the Long-
28 Form Notice, as set forth in the Agreement, meet the requirements of due process and provide the

1 best notice practicable under the circumstances, and shall constitute due and sufficient notice to all
2 persons entitled thereto.

3 10. The Settlement Class Members are preliminarily enjoined, pending the outcome
4 of the Final Fairness Hearing, from commencing, prosecuting or maintaining any claim already
5 asserted in, and encompassed by, this Action, or commencing, prosecuting or maintaining in any
6 court or forum, other than the Court, any claim, action or other proceeding that challenges, or seeks
7 review of or relief from, any order, judgment, act, decision or ruling of the Court in connection
8 with the Agreement.

9 11. The Final Fairness Hearing to consider and determine (i) whether the Settlement
10 should be finally approved; (ii) whether Class Counsel's application for Attorneys' Fees and
11 Litigation Costs should be approved; (iii) whether the application for Service Payments should be
12 approved; and (iv) whether the Administrative Expenses should be approved is hereby set for
13 **December 18, 2026 at 1:30 p.m.** in this department.

14 12. Class Counsel shall file the motions requesting final approval of the Settlement, an
15 award of reasonable Attorneys' Fees and Litigation Costs, and an award of reasonable Service
16 Payments to Plaintiffs on or before November 18, 2026.

17 13. All other deadlines in the Action are superseded by this Order and the Action is
18 stayed pending the Final Fairness Hearing.

19 **IT IS SO ORDERED.**

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21
22 Dated: _____

8/7/26

23 
24 Honorable Katherine A. Bacal
25 Superior Court Judge
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