

PLAINTIFF/PETITIONER: Association of Judicial Interpreters of California DEFENDANT/RESPONDENT: OneCall Corporation, et al.	CASE NUMBER: 24STCV02594
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF SETTLEMENT OF ENTIRE CASE**

(NOTE: You cannot serve the Notice of Settlement of Entire Case if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 2748 Adeline Street, Suite A
 Berkeley, CA 94703

2. I served a copy of the *Notice of Settlement of Entire Case* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

a. deposited the sealed envelope with the United States Postal Service.

b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Settlement of Entire Case* was mailed:

a. on (*date*): April 15, 2026

b. from (*city and state*): Berkeley, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served:
 Courtney L. Baird
 Street address: 750 B Street, Suite 2900
 City: San Diego, CA
 State and zip code: 92101-4681

c. Name of person served:
 Daniel M. Doft
 Street address: 750 B Street, Suite 2900
 City: San Diego, CA
 State and zip code: 92101-4681

b. Name of person served:

 Street address:
 City:
 State and zip code:

d. Name of person served:

 Street address:
 City:
 State and zip code:

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached 9.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 15, 2026

Jessica San Luis

 (TYPE OR PRINT NAME OF DECLARANT)



 (SIGNATURE OF DECLARANT)

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11 ASSOCIATION OF INDEPENDENT
12 JUDICIAL INTERPRETERS OF
CALIFORNIA,

13 Plaintiff,

14 vs.

15 ONE CALL CORPORATION, dba ONE
16 CALL, ONE CALL CARE MANAGEMENT,
and/or ONE CALL CARE TRANSPORT &
17 TRANSLATE; and DOES 1 through 25,
inclusive,

18 Defendants.

Case No. 24STCV02594

[PROPOSED] CONSENT JUDGMENT
(Code Civ. Proc. section 664.6)

Judge: Hon. Wendy Chang
Dept: 36

Action Filed: January 31, 2024

19
20 **1 INTRODUCTION**

21 **1.1 Parties**

22 This Consent Judgment is entered into by and between Plaintiff Association of
23 Independent Judicial Interpreters of California (“AIJIC”) and Defendant One Call Corporation
24 (“One Call”), with AIJIC and One Call each referred to individually as a “Party” and collectively
25 as the “Parties.”
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1.2 AIJIC

AIJIC is a nonprofit organization registered with the California Secretary of State, with its principal office located in Studio City, Los Angeles County, California. AIJIC represents the interests of independent court interpreters before the Judicial Council of California and other state entities to ensure that its members have a voice in matters that affect their profession.

1.3 One Call

One Call is a corporation registered with the Florida Secretary of State, with its principal office located in Jacksonville, Florida. One Call provides services to the workers' compensation industry, which services include coordinating independent foreign language interpreters for depositions in California workers' compensation cases.

1.4 Jurisdiction

The Parties stipulate that this Court has jurisdiction over One Call for purposes of this Consent Judgment, that venue is proper in the County of Los Angeles, and that the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment pursuant to agreement of the parties.

1.5 Nature of the Dispute

AIJIC has made certain allegations against One Call concerning the Covered Services. One Call disputes those allegations and denies AIJIC's claims. No findings of fact were made by the Court or are made herein.

1.6 No Admission by One Call

One Call denies all material, factual, and legal allegations contained in AIJIC's Complaint and First Amended Complaint. Nothing in this Consent Judgment shall be construed as an admission by One Call of any fact, finding, issue of law or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by One Call of any fact, finding, conclusion, issue of law or violation of law. This Section 1.6 shall not, however, diminish or otherwise affect the obligations, responsibilities, and duties under this Consent Judgment.

1 **1.7 Effective Date**

2 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this
3 Consent Judgment is approved by the Court.

4 **2 INJUNCTIVE RELIEF**

5 **2.1 Definitions**

6 “Action” means the civil action pending between AIJIC and One Call in the Superior
7 Court of California, County of Los Angeles, styled *Association of Independent Judicial*
8 *Interpreters of California v. One Call Corporation*, Case No. 24STCV02594.

9 “Alleged Incident” means a specific report that a Language Provider for Covered Services
10 allegedly (a) impersonated a California certified interpreter, (b) presented a fake certification
11 badge, or (c) provided interpretation services without the requisite certification for Covered
12 Services, or (d) that claims, statements, or charges related to Covered Services were inconsistent
13 with applicable requirements.

14 “Certified” or “Certification” refers to a language interpreter who is listed as certified by
15 the Judicial Council of California or the California State Personnel Board to interpret.¹

16 “Covered Services” means uses of Language Providers, scheduled through One Call, for
17 services provided in court proceedings resulting from any case filed in the Superior Court of
18 California or the Workers’ Compensation Appeals Board, including in depositions.

19 “Covered Activit(ies)” means One Call engaging in any one or any combination of the
20 following unlawfully: (1) engaging individuals or businesses that impersonate certified court
21 interpreters in connection with Covered Services, (2) referring non-certified interpreters to
22 provide Covered Services, and (3) employing billing practices for Covered Services that are
23 inconsistent with applicable laws.

24 “Incident Report” means information provided to One Call by AIJIC sufficient to
25 establish the likelihood of an Alleged Incident, which may include, as available to AIJIC, an

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27 ¹ The website URL for the Judicial Council of California currently is [https://languageaccess.courts.ca.gov/court-](https://languageaccess.courts.ca.gov/court-interpretersresources/search-interpreter)
28 [interpretersresources/search-interpreter](https://languageaccess.courts.ca.gov/court-interpretersresources/search-interpreter) and for the California State Personnel Board currently is
<https://eservices.calhr.ca.gov/interpreterweb/interpretersearch.aspx>.

1 attestation of the date, location, and time of the Alleged Incident as well as the identities of parties
2 present.

3 “Language Provider” means an individual or agency who provides Covered Services
4 arranged by One Call in California.

5 “Credential” and “Re-Credential” shall mean, at a minimum, that the Language Provider
6 is verified by One Call as being currently certified to provide interpretation for “Covered
7 Services.”

8 “Term of Consent Judgment” means that period from the Effective Date until three (3)
9 years thereafter.

10 **2.2 Record Retention**

11 One Call will obtain and maintain for a period of three (3) years all copies of records
12 relied on to verify that Language Providers are certified to provide interpretation for “Covered
13 Services” in California. One Call will obtain and maintain for a period of three (3) years all
14 copies of billing records, invoices, and checks associated with Covered Services.

15 **2.3 Prevention of Fraud**

16 One Call shall not unlawfully engage in any Covered Activit(ies) for the Term of Consent
17 Judgment.

18 **2.4 Credentialing and Re-Credentialing**

19 By September 1, 2026, One Call will complete Credentialing of all current Language
20 Providers and will Credential each Language Provider each twelve months thereafter. One Call
21 shall maintain all records used to Credential each interpreter for three (3) years from the date of
22 receipt or review by One Call.

23 **2.5 Certification of Compliance**

24 Within seven (7) business days of the date on which each of the actions set forth in
25 sections 2.4 is to be completed, One Call will provide AIJIC with a verified statement, signed
26 under penalty of perjury, from a One Call representative that the action has been completed.

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1 **2.6 AIJIC Incident Report**

2 Upon learning of an Alleged Incident, AIJIC may submit an Incident Report to One Call.
3 No later than two (2) weeks after One Call receives an Incident Report, One Call will investigate
4 the Alleged Incident and provide AIJIC with the name and contact information of either (a) the
5 independent Language Provider or (b) the agency Language Provider and individual interpreter
6 that was assigned to the Covered Service. No later than thirty (30) days after One Call receives an
7 Incident Report, One Call will provide AIJIC with the results of One Call’s investigation and any
8 actions taken by One Call to address the Alleged Incident. All information received by a Party
9 from another Party pursuant to Sections 2.4–2.6 shall be marked and treated as Confidential under
10 the terms of the Protective Order and used solely for purposes of monitoring or enforcing the
11 Consent Judgment.

12 **3 AIJIC’S OBLIGATIONS**

13 AIJIC shall file this Consent Judgment on or after April 15, 2026.

14 **4 ATTORNEYS’ FEES AND COSTS**

15 One Call agrees to pay AIJIC reasonable attorneys’ fees and costs in bringing and
16 pursuing this lawsuit, in an amount and on terms set forth in a separate written agreement
17 executed by the Parties (“Payment Agreement”). The Payment Agreement shall be executed on
18 or before April 15, 2026. The Payment Agreement shall not be filed publicly. Failure to timely
19 make the payment(s) required by the Payment Agreement shall constitute a material breach of
20 this Consent Judgment. This Court shall have jurisdiction to review the Payment Agreement in
21 camera under seal upon motion of either Party for the purpose of enforcing the terms of the
22 Payment Agreement. The prevailing Party in any action to enforce a payment term shall be
23 entitled to reasonable attorneys’ fees and costs incurred.

24 In any action to enforce the terms of this Consent Judgment other than the Payment
25 Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and costs incurred
26 in enforcement.

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1 **5 CLAIMS COVERED AND RELEASED**

2 This Consent Judgment is a full, final, and binding resolution between AIJIC and One
3 Call of, from, and with regard to any and all claims, causes of action, demands, liabilities,
4 damages, penalties, costs, and expenses of whatever kind or nature, whether known or unknown,
5 suspected or unsuspected, that were asserted in the Action or that could have been asserted by
6 AIJIC in the Action based on the same factual predicate and occurrences alleged therein or any
7 Covered Services, arising on or before the Effective Date, including, but not limited to, the claims
8 set forth in the First Amended Complaint. For avoidance of doubt, the release as to One Call
9 applies to One Call and its past and present parents, subsidiaries, affiliates, and each of their
10 respective officers, directors, employees, agents, insurers, reinsurers, predecessors, successors,
11 and assigns (collectively, the “One Call Released Parties”). AIJIC does not release any vendors or
12 third-party sellers of Covered Services, and cannot and does not waive any rights or claims of
13 anyone other than AIJIC itself. AIJIC does not waive the rights and claims of any individuals,
14 including individual members of AIJIC.

15 One Call waives any and all claims that were asserted in the Action or that could have
16 been asserted by One Call in the Action based on the same factual predicate and occurrences
17 alleged therein, on or before the Effective Date, against AIJIC and its officers, directors,
18 employees, agents, and attorneys (collectively, the “AIJIC Released Parties”), including for any
19 actions taken or statements made by AIJIC or its representatives in investigating, filing, litigating,
20 or seeking to enforce claims in the Action.

21 Nothing in this Section expands, limits, or otherwise alters any Party’s obligations under
22 this Consent Judgment, or any defenses thereto, and nothing herein releases any claim arising
23 from a breach of this Consent Judgment after the Effective Date.

24 **6 SEVERABILITY**

25 If, subsequent to the Court’s approval and entry of this Consent Judgment as a judgment,
26 any provision of this Consent Judgment is held by a court to be unenforceable, the validity of the
27 remaining provisions shall not be adversely affected.

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1 **7 GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California and apply within the State of California.

4 **8 COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

5 This Consent Judgment may be executed in counterparts and by facsimile or portable
6 document format (pdf) signature, each of which shall be deemed an original and, all of which,
7 when taken together, shall constitute one and the same document.

8 **9 ENTIRE AGREEMENT**

9 This Consent Judgment, including the Payment Agreement, contain the sole and entire
10 agreement and understanding of the Parties with respect to the entire subject matter hereof, and
11 any and all prior discussions, negotiations, commitments, or understandings related thereto, if
12 any, are hereby merged herein and therein. There are no warranties, representations, or other
13 agreements between the Parties or any of their counsel except as expressly set forth herein. No
14 representations, oral or otherwise, express or implied, other than those specifically contained or
15 referred to in this Consent Judgment have been made by any Party hereto or any of their counsel.
16 No other agreements not specifically contained or referenced herein, oral or otherwise, shall be
17 deemed to exist or to bind any of the Parties hereto or any of their counsel.

18 **10 MODIFICATION OF CONSENT JUDGMENT**

19 This Consent Judgment may be modified only by: (a) a written agreement of the Parties
20 and the entry of a modified Consent Judgment by the Court thereon; or (b) upon a successful
21 motion of any party and the entry of a modified Consent Judgment by the Court thereon. Any
22 Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer
23 with all affected Parties prior to filing a motion to modify the Consent Judgment.

24 **11 CONTINUING JURISDICTION OF THE COURT**

25 This Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 for
26 the Term of Consent Judgment.

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1 **12 CURE PERIOD**

2 If a Party has a good faith belief that another Party has violated the Consent Judgment,
3 such Party shall provide written notice to the other Party, along with all information available to
4 that Party that gives rise to that good faith belief, of the alleged breach and provide the other Party
5 thirty (30) business days from written notice to take reasonable steps to cure the alleged violation
6 (“Cure Period”), prior to bringing a new action or moving to enforce this Consent Judgment.

7 **13 AUTHORIZATION**

8 The undersigned are authorized to execute this Consent Judgment on behalf of their
9 respective Parties and have read, understood, and agreed to all of the terms and conditions
10 contained herein.

11 **14 STATEMENTS**


12 Any statement about resolution of this matter shall be limited to the following statement:
13 **“The matter has been resolved consistent with the consent judgment terms.”** Nothing in this
14 section restricts (a) either Party from making any disclosures required by law or court order; or
15 (b) a Party’s Board of Directors from obtaining privileged legal advice from that Party’s legal
16 counsel about this Consent Judgment; or (c) if AIJIC receives a specific question from an existing
17 AIJIC member about the meaning of the Consent Judgment, AIJIC may respond to that member
18 with language consistent with the terms of the Consent Judgment.

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ASSOCIATION OF INDEPENDENT
JUDICIAL INTERPRETERS OF
CALIFORNIA

Dated: 3/24/2026


Mariana Bension-Larkin, President

ONE CALL CORPORATION

Dated: MARCH 24, 2026


Steven Davis, Chief Legal Officer