

KENNEDY BOSCO

DATE: March 11, 2026

VIA LWDA ONLINE PORTAL & CERTIFIED MAIL

TO:

Labor and Workforce Development Agency (LWDA)

Tenet Healthcare Corporation (c/o Registered Agent: CSC, 2710 Gateway Oaks Dr, Ste 150N, Sacramento, CA 95833)

JFK Memorial Hospital, Inc. (c/o Registered Agent: CSC, 2710 Gateway Oaks Dr, Ste 150N, Sacramento, CA 95833)

RE: NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3 (PAGA)

Aggrieved Employee: Kennedy Bosco

Employer(s): Tenet Healthcare Corporation; JFK Memorial Hospital, Inc.; American Medical Central, Inc. (TRA)

NOTICE OF INTENT TO SUE:

Please take notice that pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2698 et seq., the undersigned "Aggrieved Employee" hereby notifies the LWDA and the above-named Respondents of specific Labor Code violations committed against the Complainant and other similarly situated employees.

SPECIFIC PROVISIONS VIOLATED:

Respondents have violated, and continue to violate, the following sections of the California Labor Code:

1. **§ 970 & § 972:** Relocation Fraud (Knowingly false representations to induce relocation).
2. **§ 1102.5:** Whistleblower Retaliation (Termination following safety and wage complaints).
3. **§ 226(a):** Wage Statement Violations (Failure to report non-taxable "Code L" stipends).
4. **§ 226.7 & § 512:** Meal and Rest Period Violations (Systemic denial of uninterrupted breaks).
5. **§ 201, § 202, & § 203:** Failure to pay all wages due upon termination (Waiting time penalties).

FACTS AND THEORIES:

The specific facts and legal theories supporting these violations are detailed in the attached **Chronology of Statutory Violations (DLSE Case No. RCI-CM-1106156)**, which is incorporated herein by reference. In summary, Respondents induced Complainant to relocate via fraud, retaliated against him within 48 hours of a safety complaint, and willfully withheld earned wages by misclassifying stipends.

REPRESENTATIVE ACTION:

Complainant brings these claims on behalf of himself and all other "Traveler Unit" technologists who were subjected to the same uniform policies and staffing shortages at the Indio, CA facility (#266).

Sincerely,

Kennedy Bosco, Pro Se

CHRONOLOGY OF STATUTORY VIOLATIONS & PROTECTED ACTIVITIES

Complainant: Kennedy Bosco v. Respondent: JFK Memorial Hospital, Inc. (Tenet Healthcare Corporation)
DLSE RCI Case No: RCI-CM-1106156 | Referenced OSHA Whistleblower No: ECN121197

May 14, 2025

- **Signed TRA Travel Assignment Contract (Exhibit C):**
 - **Position:** CT/X-Ray Technologist.
 - **Employer:** Trusted Resource Associates (TRA).
 - **Assigned Facility:** JFK Memorial Hospital (Tenet Healthcare).
 - [REDACTED] [REDACTED] ([REDACTED]), [REDACTED]
[REDACTED] ([REDACTED] [REDACTED])
 - **Term:** 5/21/2025–8/27/2025.
 - **Guaranteed Hours:** 36/week at \$27.19/hr (\$40.78 OT).

May 21, 2025

- **Hire Date:** Officially began employment at JFK Memorial Hospital (Exhibit C).

June 10, 2025

- **Submitted written complaint to [REDACTED] and [REDACTED] (Exhibit K and G):**
 - **Allegations:**

- **Violations of Labor Code § 226.7:** Systematic denial of uninterrupted meal/rest breaks.
- **Racial Disparity:** [REDACTED]
[REDACTED]
[REDACTED] (Exhibit H: Occupational Safety and Health Administration (OSHA) Complaint ECN121197) (Exhibit V).
- **Understaffing:** Created patient safety risks (Exhibit G and K: Lopez admitted, "Missed lunch breaks are too much overtime, I am getting hammered by the CFO").

June 16, 2025

- **Sent email to Lopez and Garza (Exhibit K),** documenting:
 - **Continued violations of Labor Code §§ 226.7 and 512** (missed breaks, forced off-clock work).
 - **Request for corrective action** under CA Health & Safety Code § 1278.5 (patient endangerment from understaffing).
- **Lopez's Response (Exhibit K):** *"Things aren't always done in the best way"* (admission of unsafe conditions).

June 17, 2025

- **Terminated via email** by [REDACTED] (National Director of Staffing Operations, TRA) (Exhibit L) (Health & Safety Code § 1278.5; Labor Code § 1102.5):
 - **Stated Reason:** *"I believe they hired on staff Tech."* (Exhibit L Email From [REDACTED])
 - **No Documentation Provided:** No name, start date, or credentials for alleged hire (Exhibit V) (Exhibit L Email From [REDACTED])
 - **Pretext Confirmed False:**
 - **Formal Filing of OSHA Whistleblower Complaint ECN121197 (Exhibit H).** Complainant officially documented a

'Retaliatory Termination' occurring within 48 hours of submitting written safety complaints to [REDACTED] [REDACTED] and [REDACTED] [REDACTED] (**Exhibit L Email From [REDACTED]**). The filing formally identifies the employer's stated reason—'**hired on-staff tech**'—as a 'demonstrably false pretext' (**Exhibit L Email From [REDACTED]**). This document establishes the '**Protected Activity**' required under **Labor Code § 1102.5** and **Health & Safety Code § 1278.5**, specifically citing '**Code Blue delays**' and '**systemic CA Labor Code § 512 violations**' as the underlying reports that triggered the adverse action.

- **Coworker [REDACTED]** ([REDACTED] confirmed: "*Their schedule still remain these same*") (**Exhibit E**) after Kennedy Bosco's termination.

Documentary Rebuttal — The July 2025 Master Schedule (Exhibit V)

Exhibit V provides irrefutable evidence that this reason was a fabrication:

The Continued Vacancy: No new permanent staff appear in the 1900 CT or 1930 XR slots for July. Only "Travelers" (Bosco/[REDACTED] and "Per-Diem" ([REDACTED] covered these shifts (**Exhibit V**).

The Traveler Density (18%): Only Bosco and [REDACTED] are categorized as "TRAVELER." All other staff (82%) are "FULL-TIME" or "PER-DIEM" (**Exhibit V**).

Zero redundant coverage: Unlike morning shifts with multiple staff, Kennedy Bosco and [REDACTED] ([REDACTED] were the single operators for the 1900/1930 X-ray/CT slot, making compliant meal/rest breaks physically impossible (**Exhibit V**) due to the fact that both stroke protocols, routine exams (both X-ray and CT), emergency X-rays in the emergency room, along with inpatient X-ray on both the first and second floors, were required.

Statistical Contrast & Workload

Shift Length: Plaintiff worked **12-hour shifts**, which are **41% longer** than the 8.5-hour shifts worked by 82% of the permanent staff (**Exhibit V**).

Vacation Gaps: While permanent staff had multiple "VAC" blocks in July, the "Traveler Unit" had **0% vacation time**, proving they were the primary labor source despite the claim of "**permanent hires**" (**Exhibit V**).

Legal Correlation — Willful Retaliation

The termination occurred within **48 hours** of Plaintiff's **June 16, 2025**, safety complaint. This extreme temporal proximity, combined with the false "**permanent hire**" claim, satisfies the burden of proof under *McDonnell Douglas Corp. v. Green* and *University of Texas Southwestern Medical Center v. Nassar*.

Green and *University of Texas Southwestern Medical Center v. Nassar*.

Exhibit V proves the "**permanent staff**" defense is "**unworthy of credence**." This establishes **Fraudulent Pretext** under **Civil Code § 3294**.

June 18, 2025

- **Filed OSHA Whistleblower Complaint (Exhibit H: Case No. ECN121197)**, alleging:
 - **Retaliatory termination** for reporting **Labor Code §§ 226.7, 512, and 6310 violations**.
 - **Racial discrimination:** [REDACTED]
Kennedy Bosco [REDACTED] (**Exhibit F,H,V**).
 - **Patient endangerment:** Understaffing caused **Patient Care delays** (**Exhibit F,H,M,T,U,V**).

June 20, 2025

- Agency Referral & Confirmation of Statutory Jurisdiction (**Exhibit F**). Federal **OSHA** formally referred the whistleblower complaint (**Case No. ECN121197**) to the **Equal Employment Opportunity Commission (EEOC)** and **Division of Labor Standards Enforcement (DLSE)**, confirming administrative jurisdiction to investigate Retaliatory Discharge under **Labor Code § 6310 (Safety Retaliation)**, **Labor Code § 1102.5 (Whistleblower Protection)**, and the procedural mandates of **Labor Code § 98.7**.

June 27, 2025

- **Final Wage Violations, Tax Non-Compliance, and Willful Withholding (Exhibit A, B, D & L / Per the Equal Pay and Anti-Retaliation Protection Act (SB 497) and Waiting Time Penalties under Labor Code § 203).**

Official Termination Date & Statutory Deadline for Final Wages (**Exhibits A & L**). This date marks the completion of the retaliatory adverse action. **Under Labor Code § 201**, all earned wages, including per diems and meal premiums, were due immediately. The employer's failure to settle these accounts—based on the pretextual 'staff tech' hire (**Exhibit L**)—triggers the rebuttable presumption of retaliation **Per the Equal Pay and Anti-Retaliation Protection Act (SB 497) and Waiting Time Penalties under Labor Code § 203**.

Upon the official termination of the contract, the employer issued a final paycheck that omitted **\$9,367.07** in earned wages (**\$9,000** in stipends/per diems and **\$367.07** in **meal period premiums**), in direct violation of the following unrefuted authorities:

- **IRS Tax Non-Compliance (Box 12, Code L):** An audit of the W-2/Earnings Summary (**Exhibit B, D**) confirms the employer failed to report nontaxable per diems in **Box 12 using Code L**, as mandated by **26 C.F.R. § 1.62-2** and **IRS Publication 15-B**. This omission proves the funds were not administered under a valid **Accountable Plan**, thereby solidifying their legal status as **taxable "wages"** subject to immediate payout under California law.
- **Labor Code § 201 (Immediate Payment):** The failure to remit these wages upon discharge constitutes a primary violation of the mandate to pay all earned compensation immediately at the time of termination.
- **Labor Code § 226.7 & *Naranjo*:** Per the California Supreme Court in *Naranjo v. Spectrum Security Services, Inc. (2022)*, the **\$367.07** in unpaid meal premiums are classified as "wages." Their exclusion from the final payment triggers derivative penalties for inaccurate wage statements under **Labor Code § 226**.
- **Labor Code § 203 (Waiting Time Penalties):** Because the **\$9,000 stipend** was not legally shielded as a tax-free reimbursement (**due to the missing Code L**) and remained unpaid alongside the meal premiums, the employer is liable for **Waiting Time Penalties** totaling **\$6,525.60** (30 days of pay at the Complainant's daily rate).

July 15, 2025

- **Filed DLSE Retaliation Complaint (Exhibit I: State Case No. RCI-CM-1106156), alleging:**
 - **Violations of Labor Code §§ 98.6, 1102.5, and 226.7.**
 - **Fraudulent pretext ("permanent tech hire") under Civil Code § 3294.**

August 5, 2025

- Evidence of Pretextual Termination & Mitigation of Damages (**Exhibits E & S**). Direct coworker corroboration [REDACTED] (**Exhibit E**) confirms the employer continued to utilize contract labor for the same role immediately following Complainant's termination. This is further substantiated by **Exhibit S (Tenet Health Portal, 2/25/2026, 4:09 AM)**, which documents that the '**Radiology Technologist II**' position remains vacant and actively marketed for new hires. This objective data point refutes the '**permanent staff tech hire**' defense and establishes '**Fraudulent Pretext**' under **Civil Code § 3294**. This evidence shifts the burden of proof to the employer under **Labor Code § 1102.6** and satisfies the Complainant's mandatory duty to mitigate damages, preserving claims for back pay and **Labor Code § 203** penalties.

February 17, 2026

- Acknowledgment of **RCI-CM-1106156** Investigation & Statutory Authority (**Exhibit I**). The DLSE has confirmed jurisdiction to investigate alleged violations of **Labor Code §§ 98.6 and 1102.5** pursuant to its mandate under **Labor Code § 98.7. Per the Equal Pay and Anti-Retaliation Protection Act (SB 497)**, the burden of proof shifts to the employer to provide a legitimate, non-retaliatory reason for the adverse action. Failure to rebut this presumption results in the issuance of a formal citation under **Labor Code § 98.74** for back pay and statutory penalties.