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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Latasha Travis, on behalf of the State of California
pursuant to the Private Attorneys General Act,

Plaintiff,

vs.

AMN Staffing Services, LLC, Kaiser Foundation
Hospitals, and Does 1 through 10,

Defendants.

Case No. 24STCV02711

*(Assigned to the Hon. Richard L. Fruin – Dept.
15)*

PAGA Settlement Agreement

PAGA Settlement Agreement

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1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Latasha
2 Travis (“Plaintiff”) and AMN Staffing Services, LLC (“Defendant” or “AMN Staffing”). The Agreement
3 refers to Plaintiff and AMN Staffing as Parties or individually as a Party.

4 **I. DEFINITIONS**

5 **A. Action**

6 Plaintiff’s PAGA lawsuit alleging wage and hour violations against AMN and Kaiser Foundation
7 Hospitals (“KFH”) captioned *Travis v. AMN Staffing Services, LLC, et al.*, Case No. 24STCV02711
8 pending in the Superior Court of the State of California, County of Los Angeles filed on February 1,
9 2024. The term “Action” specifically does not include the lawsuit captioned *Travis v. Doctors Medical*
10 *Center of Modesto, Inc.* Case No. CV-24-002824 pending in the Superior Court of the State of California,
11 County of Stanislaus or any claims alleged therein or which could be or could have been alleged therein
12 against Doctors Medical Center of Modesto, Inc. by Travis or any PAGA Group Members or any related
13 arbitration proceeding currently pending with JAMS between Travis and Doctors Medical Center of
14 Modesto, Inc.

15 **B. Administrator**

16 Simpluris, Inc. (“Simpluris”), the neutral entity the Parties have agreed to appoint to administer
17 the Settlement.

18 **C. Administration Expenses Payment**

19 An amount not to exceed \$5,000.00, which the Administrator will be paid from the Gross
20 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s
21 not to exceed bid.

22 **D. Approval Order**

23 The proposed Award approving the PAGA Settlement by the Court.

24 **E. Court**

25 The Superior Court of California, County of Los Angeles.

26 **F. Defendants**

27 Defendants AMN Staffing Services, LLC. and Kaiser Foundation Hospitals

28 **G. Defense Counsel**

Sarah Kroll-Rosenbaum, Anthony D. Sbardellati, and Nancy Sotomayor of Akerman LLP.

1 **H. Effective Date**

2 The first date on which all the following events have occurred:

- 3 1. Entry by the Court of the Final Order and Judgment consistent with the terms of
- 4 the Agreement, including appointment of the Settlement Administrator;
- 5 2. Submission by PAGA Counsel of both this Agreement and the Final Order and
- 6 Judgment to the Labor and Workforce Development Agency in accordance with California Labor Code
- 7 section 2699(l) as stated prior to the 2024 amendment of the PAGA; and
- 8 3. The occurrence of the Effective Date of the Judgment, which shall be deemed to be
- 9 the last to occur of the following:
- 10 a. If an appeal or other review is sought from the Final Order and Judgment,
- 11 the next day after the Final Order and Judgment is affirmed or the appeal
- 12 or other review is dismissed or denied and the Judgment is no longer
- 13 subject to judicial review or other challenge; or
- 14 b. If an appeal or other review is not sought from the Final Order and
- 15 Judgment, the sixty-fifth (65th) calendar day after the Final Order and
- 16 Judgment is signed and entered by the Court.

17 **I. Gross Settlement Amount**

18 The amount of \$990,000.00 which is the total amount AMN Staffing agrees to pay under the

19 Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments to the PAGA

20 Group, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses

21 Payment, the Administrator's Expenses Payment, and the Plaintiff's Individual Payment.

22 **J. Individual PAGA Payments to the PAGA Group**

23 The PAGA Group Member's pro rata share of 25% of the PAGA Penalties calculated according

24 to the number of pay periods the PAGA Group Member worked during the PAGA Period.

25 **K. Judgment**

26 The Order and Judgment entered by the Court approving the Settlement.

27 **L. LWDA**

28 The California Labor and Workforce Development Agency.

1 **M. LWDA PAGA Payment**

2 The 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i) as stated
3 prior to the 2024 amendment of the PAGA.

4 **N. Net Settlement Amount / PAGA Penalties**

5 The Gross Settlement Amount, less the following payments in the amounts approved by the
6 Court: Plaintiff's Individual Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation
7 Expenses Payment, and the Administration Expenses Payment.

8 **O. PAGA Counsel**

9 Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C., Lonnie C. Blanchard III of the Blanchard
10 Law Group, APC, and Jeffry D. Holmes of the Holmes Law Group, APC, the attorneys representing the
11 Plaintiff in the Action.

12 **P. PAGA Counsel Attorney's Fees Payment and PAGA Counsel Litigation Expenses
 Payment**

13 Up to one-third of the Gross Settlement Amount to PAGA Counsel for reasonable attorneys' fees
14 and up to \$30,000 in reasonable expenses, respectively, incurred to prosecute the Action.

15 **Q. PAGA Group Member**

16 Any person who was or is a non-exempt employee of AMN Staffing who worked in California
17 during the PAGA Period.

18 **R. PAGA Group Member Address Search**

19 The Administrator's investigation and search for current PAGA Group Member mailing
20 addresses using all reasonably available sources, methods and means including, but not limited to, the
21 National Change of Address database, skip traces and direct contact by the Administrator with PAGA
22 Group Members.

23 **S. PAGA Group Member Data**

24 PAGA Group Member identifying information in AMN Staffing's possession including the
25 PAGA Group Member's name, last-known mailing address, Social Security or Tax ID number, and the
26 number of PAGA Pay Periods worked during the PAGA Period.
27
28

1 **T. PAGA Period**

2 The period from January 31, 2023 through the later of (1) Court approval of the settlement, or (2)
3 the date on which the PAGA Group Members have collectively worked 16,400 pay periods since January
4 31, 2023, unless that number of pay periods has not been reached as of the date of approval (in which
5 case the PAGA Period shall end on the date of approval).

6 **U. PAGA**

7 The Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).

8 **V. PAGA Notice**

9 Plaintiff's January 31, 2024 letter to AMN Staffing, KFH, and the LWDA providing notice
10 pursuant to Labor Code section 2699.3, subdivision (a).

11 **W. PAGA Pay Period**

12 Any pay period during which a PAGA Group Member worked for AMN Staffing for at least one
13 day during the PAGA period.

14 **X. PAGA Penalties**

15 The total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated
16 25% to the PAGA Group Members and 75% to LWDA in settlement of the PAGA claims. PAGA
17 Penalties and the Net Settlement Amount have the same meaning within this Agreement.

18 **Y. Plaintiff**

19 Latasha Travis, the named plaintiff in the Action.

20 **Z. Plaintiff Individual Payment**

21 The payment of \$10,000.00 paid from the Gross Settlement to Plaintiff in return for Plaintiff's
22 general release as set forth in this Agreement.

23 **AA. Released PAGA Claims**

24 The claims being released by the Plaintiff and PAGA Counsel as described in Paragraph V below.

25 **BB. Released Parties**

26 AMN Staffing Services, LLC, and its owners, agents, attorneys, insurers, past, present, and future
27 divisions, its affiliate AMN Services, LLC, DBAs (if any), predecessors, successors, shareholders,
28 officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns,
subrogees, executors, partners, parents, subsidiaries, healthcare facility clients, any facility where any

1 PAGA Group Member performed work for AMN Staffing Services, LLC during the PAGA Period, any
2 and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and
3 all persons and/or corporate entities acting by, through, under, or in concert with any of them, including
4 Kaiser Foundation Hospitals, Kaiser Foundation Health Plan, Inc., Southern California Permanente
5 Medical Group, and The Permanente Medical Group, Inc. (individually and collectively, the “KFH
6 Entities”), and the KFH Entities’ respective and collective owners, agents, attorneys, insurers, past,
7 present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers,
8 directors, managers, employees, trustees, assigns, subrogees, executors, partners, parents, and
9 subsidiaries. Notwithstanding the foregoing, the Released Parties specifically do not include Doctors
10 Medical Center of Modesto, Inc. or the past, present and/or future parents and subsidiaries, shareholders,
11 directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,
12 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
13 successors and assigns of Doctors Medical Center of Modesto, Inc.

14 **CC. Settlement**

15 The disposition of the Action effected by this Agreement and the Judgment.

16 **II. RECITALS**

17 A. On January 31, 2024, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff
18 served AMN Staffing, KFH, and the LWDA with the PAGA Notice.

19 B. On February 1, 2024, Plaintiff commenced the Action by filing a Complaint against AMN
20 Staffing, among others, alleging causes of action against AMN Staffing for violation of the PAGA, and
21 on April 30, 2024, Plaintiff filed a First Amended Complaint (collectively referred to as the Complaint).
22 The Complaint alleges labor code violations including, but not limited to, (1) failure to pay wages for all
23 hours worked at the proper rates, (2) failure to pay overtime wages for overtime hours worked at the
24 overtime rate of pay, (3) failure to authorize or permit meal periods and pay meal period premiums, (4)
25 failure to authorize or permit rest periods and pay rest period premiums, (5) failure to pay all wages due
26 at the time of termination or resignation, (6) failure to provide complete and accurate wage statements,
27 and (7) failure to pay or reimburse for necessary expenditures incurred for work-related purposes.
28

1 C. On March 21, 2024, AMN Staffing and KFH each filed an Answer to the Complaint in the
2 Action, and on May 30, 2024, AMN Staffing and KFH each filed an Answer to the First Amended
3 Complaint.

4 D. The Court set a trial date of March 24, 2025.

5 E. AMN Staffing and KFH deny the allegations in the PAGA Notice, the Complaint, and the
6 First Amended Complaint, deny any failure to comply with the laws identified in the Notice, Complaint,
7 and First Amended Complaint, and deny all liability for the causes of action alleged.

8 F. On December 17, 2024, the Parties participated in an all-day mediation presided over by
9 Jonathan D. Andrews, Esq., which led to this Agreement to settle the Action. Prior to the mediation,
10 Plaintiff obtained through formal discovery and conversations with opposing counsel data and documents
11 from AMN Staffing relating to its policies, procedures, records, and data regarding the PAGA Members.

12 G. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any
13 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

14 **III. MONETARY TERMS**

15 **A. Gross Settlement Amount**

16 AMN Staffing promises to pay \$990,000.00 as the Gross Settlement Amount. AMN Staffing has
17 no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph IV(C) of this
18 Agreement.

19 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring
20 PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement
21 Amount will revert to AMN Staffing.

22 **B. Payments from the Gross Settlement Amount**

23 The Administrator will make and deduct the following payments from the Gross Settlement
24 Amount in the amounts specified by the Court in the Final Approval:

25 **1. To Plaintiff**

26 Plaintiff has individual claims against AMN Staffing. In consideration of Plaintiff's general
27 release, the Parties agree that \$10,000.00 of the Gross Settlement Payment shall be paid to Plaintiff (in
28 addition to any Individual PAGA Payment the Plaintiff is entitled to receive). The Administrator will

1 send Plaintiff an IRS 1099 Form for this payment. Plaintiff assumes full responsibility and liability for
2 taxes owed on this payment, and AMN Staffing shall have no responsibility or liability for any taxes
3 owed because of any payments made pursuant to this Agreement. If the Court approves an Individual
4 Payment to Plaintiff less than the amount requested, the Administrator will allocate the remainder to the
5 Net Settlement Amount.

6 **2. To PAGA Counsel**

7 A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount in
8 the amount of \$330,000.00 and PAGA Counsel Litigation Expenses Payment for expenses documented
9 by PAGA Counsel up to \$30,000.00. AMN Staffing will not oppose a request for Court approval of such
10 payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
11 application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment.

12 If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
13 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the
14 Net Settlement Amount.

15 Except for the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
16 Payment that are paid out of the Gross Settlement which are approved by the Court, the Released Parties
17 shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
18 portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.

19 The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses
20 Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
21 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment,
22 and holds AMN Staffing harmless, and indemnifies AMN Staffing, from any dispute or controversy
23 regarding any division or sharing of any of these and shall have no responsibility or liability for any taxes
24 owed because of any payments made pursuant to this Agreement.

25 The PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall be all
26 Plaintiff and PAGA Counsel shall recover against Defendants in connection with this Action.
27
28

1 **3. To the Administrator**

2 An Administrator Expenses Payment not to exceed \$5,000.00 and as approved by the Court shall
3 be paid from the Gross Settlement Amount. If the approved Administration Expenses are less than
4 \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 **C. Payments from the Net Settlement Amount**

6 To the LWDA 75% of the PAGA Penalties in the amount of \$461,250.00 to be paid to the LWDA
7 as the LWDA PAGA Payment. To the PAGA Group Members 25% of the PAGA Penalties in the amount
8 of \$153,750.00 to be paid to the PAGA Group Members. The Administrator will calculate each
9 Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of the
10 PAGA Penalties by the total number of PAGA Period Pay Periods worked by all the PAGA Group
11 Members during the PAGA Period and (b) multiplying the result of each PAGA Group Member's
12 individual PAGA Period Pay Periods.

13 PAGA Group Members assume full responsibility and liability for any taxes owed on their
14 Individual PAGA Payment and AMN Staffing shall have no responsibility or liability for any taxes owed
15 because of any payments made pursuant to this Agreement. The Administrator will report the Individual
16 PAGA Payments on IRS 1099 Forms.

17 **IV. SETTLEMENT FUNDING AND PAYMENTS**

18 **A. PAGA Group Member Pay Periods**

19 Based on a review of its business records, AMN Staffing estimates that there are 667 PAGA
20 Group Members and 12,606 PAGA Pay Periods for such PAGA Group Members for the period from
21 January 31, 2023 through July 6, 2024. The PAGA Period shall continue through through the later of (1)
22 Court approval of the settlement or (2) the date on which the PAGA Group Members have collectively
23 worked 16,400 pay periods since January 31, 2023, unless that number of pay periods has not been
24 reached as of the date of approval (in which case the PAGA Period shall end on the date of approval).

25 **B. PAGA Group Member Data**

26 Within 28 days of the Court's approval of the Settlement, AMN Staffing will deliver the PAGA
27 Group Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA
28 Group Members' privacy rights, the Administrator must maintain the PAGA Group Member Data in

confidence, use the PAGA Group Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Member Data to Administrator employees who need access to the PAGA Group Member Data to effect and perform under this Agreement.

Without any extension of the deadline by which AMN Staffing must send the PAGA Group Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Group Member Data.

If AMN Staffing has a mailing address and Social Security number for a PAGA Group Member sufficient to allow the Administrator to issue the individual their Individual PAGA Payment, then the Administrator will mail the PAGA Group Member their Individual PAGA Payment.

C. Funding of Gross Settlement Amount

AMN Staffing shall fund the Gross Settlement Amount within 30 days after the Effective Date.

D. Payments from the Gross Settlement Amount

Within seven days after AMN Staffing funds the Gross Settlement Amount, the Administrator will mail checks (or wire if requested by PAGA Counsel for the PAGA Counsel Attorney's Fees and Expenses Payments) for: all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Attorney's Fees and Expenses Payments, and Plaintiff's Individual Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator must conduct an PAGA Group Member Address Search for all PAGA Group Members whose checks are returned undelivered without USPS forwarding address.

1 Within seven days of receiving a returned check, the Administrator must re-mail checks to the
2 USPS forwarding address provided or to an address ascertained through the PAGA Group Member
3 Address Search. The Administrator need not take further steps to deliver checks to PAGA Group
4 Members whose re-mailed checks are returned as undelivered.

5 The Administrator shall promptly send a replacement check to any PAGA Group Member whose
6 original check was lost or misplaced, requested by the PAGA Group Member prior to the void date. For
7 any PAGA Group Member whose Individual PAGA Payment check is uncashed and cancelled after the
8 void date, the Administrator shall transmit the funds represented by such checks to the California
9 Controller's Unclaimed Property Fund in the name of the PAGA Group Member.

10 The payment of Individual PAGA Payments shall not obligate AMN Staffing to confer any
11 additional benefits or make any additional payments to the PAGA Group Members (such as 401(k)
12 contributions or bonuses) beyond those specified in this Agreement.

13 **V. RELEASES OF CLAIMS**

14 Effective on the date when AMN Staffing fully funds the entire Gross Settlement Amount, the
15 following claims shall be deemed released against all Released Parties as follows:

16 **A. Plaintiff's Release**

17 Subject to the terms and conditions of this Agreement, Plaintiff, on behalf of Plaintiff and
18 Plaintiff's executors, legatees, devisees, administrators, subcontractors, employees, successors and
19 assigns, specifically releases any and all past, present and future claims, demands, actions, suits, causes
20 of action, obligations, damages, rights or liabilities, of any nature, kind or description whatsoever,
21 regardless of the legal or equitable theory, that Plaintiff has or may have against any of the Released
22 Parties which arise or arose at any point from the beginning of time through, up to, and including the
23 date Plaintiff executes this Agreement, including without limitation all assigned and derivative claims,
24 whether known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or absolute,
25 suspected or unsuspected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of
26 recovery, including whether based in tort, contract, statute, common law, public policy, or other legal
27 theory, and including unknown claims covered by California Civil Code Section 1542 and/or any other
28

1 applicable state or local law equivalents. Plaintiff's released claims include, but are not limited to, any
2 claims against AMN Staffing or any of the other Released Parties arising directly or indirectly, out of,
3 relating to, or in any way connected to any alleged act, omission, misconduct, misrepresentation,
4 transmission, breach, breach of contract, or occurrence by, and all Released Claims against AMN
5 Staffing or any other Released Parties. The claims released by Plaintiff includes, but are not limited to,
6 claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.; claims relating to any screening
7 conducted by AMN Staffing or any other Released Parties pertaining to background screening, including
8 under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., and any state analogues; any express or
9 implied agreements between Plaintiff and any Released Parties; claims under any law pertaining to
10 employment, wrongful termination, wage statement and recordkeeping violations, or any other
11 perquisites of employment; claims under any other federal, state, county, city, or local law, ordinance,
12 rule, or regulation regarding employment, wages or compensation (and all of their implementing
13 regulations and interpretive guidelines), including but not limited to (i) any claims under the National
14 Labor Relations Act; (ii) any claims for employee benefits under any state or federal law, including
15 without limitation; (iii) any claims under the Employee Retirement Income Security Act of 1974, 29
16 U.S.C. §§ 1001 et seq.; (iv) any claims under the PAGA; (v) any claims under the California Business
17 and Professions, Civil, Government and/or Labor Code; (vi) any claims under any applicable California
18 Industrial Welfare Commission Wage Orders, all as amended; and (vii) any claims on the basis of
19 discrimination, harassment or retaliation under any state, federal, or local law, including without
20 limitation, (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., (b) the Civil Rights
21 Act of 1866, 42 U.S.C. § 1981, (c) the Civil Rights Act of 1991, (d) the Americans with Disabilities Act,
22 42 U.S.C. §§ 12101 et seq., (e) the Family and Medical Leave Act of 1993, (f) the California Fair
23 Employment and Housing Act, (g) the California Family Rights Act, (h) the Americans with Disabilities
24 Act, and (i) any other federal, state or local ordinances, all as amended. The claims released by Plaintiff
25 further include, but are not limited to, any claims and causes of action of whatever kind or character, in
26 tort or contract, statutory or otherwise, for legal or equitable relief, any other claims for any form of
27 damages or relief, including liquidated damages, and claims for restitution, statutory or other penalties,
28

1 punitive damages, equitable relief, litigation costs, interest, attorneys' fees, or any other form of relief.
2 However, this release shall not apply to claims for workers' compensation benefits, unemployment
3 insurance benefits, pension or retirement benefits or any other claim or right that as a matter of law cannot
4 be waived or released. Plaintiff shall be deemed to have, and by operation of the Court's Confirmation
5 Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law
6 the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
7 provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for
8 herself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
10 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
11 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
12 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 Plaintiff understands that Section 1542 gives Plaintiff the right not to release existing claims of
14 which she is not now aware unless Plaintiff voluntarily chooses to waive this right. Having been so
15 apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to
16 assume all risks for claims that now exist in her favor, known or unknown.

17 Notwithstanding this General Release by Plaintiff, nothing in this Agreement is intended to waive
18 claims (a) for unemployment or workers' compensation benefits, (b) for vested rights under ERISA-
19 covered benefit plans as applicable on the date Plaintiff signs this Agreement, (c) that may arise after
20 Plaintiff signs this Agreement, or (d) which cannot be released by private agreement. In addition, nothing
21 in this Agreement including but not limited to the acknowledgments, release of claims, proprietary
22 information, return of property, confidentiality, cooperation, and non-disparagement provisions, (e)
23 prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such
24 as harassment or discrimination or any other conduct that you have reason to believe is unlawful or
25 waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning
26 alleged criminal conduct or alleged sexual harassment on the part of Defendants, or on the part of the
27 agents of Defendants, when Plaintiff has been required or requested to attend such a proceeding pursuant
28 to a court order, subpoena, or written request from an administrative agency or the legislature, (f) limits

1 or affects Plaintiff's right to challenge the validity of this Agreement under the ADEA or the OWBPA,
2 (g) prevents Plaintiff from communicating with, filing a charge or complaint with; providing documents
3 or information voluntarily or in response to a subpoena or other information request to; or from
4 participating in an investigation or proceeding conducted by the Equal Employment Opportunity
5 Commission, National Labor Relations Board, the Securities and Exchange Commission, law
6 enforcement, or any other any federal, state or local agency charged with the enforcement of any laws,
7 or from responding to a subpoena or discovery request in court litigation or arbitration, or (h) limits
8 Plaintiff from exercising rights under Section 7 of the NLRA or similar state law to engage in protected,
9 concerted activity with other person, although by signing this Agreement Plaintiff is waiving rights to
10 individual relief (including backpay, front pay, reinstatement or other legal or equitable relief) in any
11 charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third
12 party, except for any right Plaintiff may have to receive a payment or award from a government agency
13 (and not Defendants) for information provided to the government agency or otherwise where prohibited.
14 Further, notwithstanding the confidentiality and non-disclosure obligations in this Agreement and
15 otherwise, Plaintiff understands that as provided by the Federal Defend Trade Secrets Act, Plaintiff will
16 not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a
17 trade secret made: (1) in confidence to a federal, state, or local government official, either directly or
18 indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation
19 of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is
20 made under seal.

21 Notwithstanding anything to the contrary contained in this Agreement, this release does not
22 release any claims that Plaintiff has against Doctors Medical Center of Modesto, Inc. or claims alleged
23 in the lawsuit captioned *Travis v. Doctors Medical Center of Modesto, Inc.* Case No. CV-24-002824
24 pending in the Superior Court of the State of California, County of Stanislaus or pending related
25 arbitration in JAMS or which could be or could have been alleged against Doctors Medical Center of
26 Modesto, Inc. by Plaintiff.
27
28

1 **B. Release by the State of California and PAGA Group Members**

2 Subject to the terms and conditions of this Agreement, upon approval of the Settlement by the
3 Court, Plaintiff and the PAGA Group will release Releasees from all claims as pled in the PAGA letter
4 and Complaint, including the First Amended Complaint, and any further amended pleadings as
5 necessary, for violation of California Labor Code section 2698, *et seq.* based on the allegations in the
6 PAGA letter, Complaint, and First Amended Complaint, as well as any and all PAGA claims that were
7 asserted or could have been asserted based on the factual allegations contained in the PAGA letter,
8 Complaint, and First Amended Complaint, through the PAGA Period. This also includes any and all
9 PAGA claims alleged or that could have been alleged based on the facts of Plaintiff's PAGA letters or
10 any complaint, including but not limited to claims for civil penalties under Labor Code section 2698, *et*
11 *seq.*, Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 256, 510, 512, 551, 552,
12 558, 1174.5, 1197, 1197.1, 1198, 1998.5, 1199, 2802, and all applicable IWC Wage Orders.

13 There shall be no right to opt out of the settlement and the judgment on this settlement will have
14 res judicata effect for all members of the PAGA Group. Moreover, this Agreement shall be effective to
15 adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the
16 Releasees for Labor Code or Wage Order violations suffered by any of the PAGA Group members which
17 are premised upon the facts and allegations in the PAGA letter and Complaint, including the First
18 Amended Complaint, as well as any and all claims for civil penalties that were asserted or could have
19 been asserted based on the factual allegations contained in the PAGA letter and Complaint, including the
20 First Amended Complaint, (i.e., the Judgment on this Settlement will have res judicata effect as to those
21 claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

22 **VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

23 The Parties agree to jointly apply for approval of this Settlement by the Court.

24 **A. Parties to Seek Approval from the Court.**

25 The Parties will prepare a motion seeking approval from the Court of this Agreement in
26 accordance with this Agreement. Nothing in the Court's Order shall suggest or indicate that AMN
27 Staffing or KFH violated any provision of California law, including the Labor Code, but such Order shall
28 indicate that the terms set out in this Agreement are fair, reasonable, and adequate and in the best interests

1 of the Parties and all PAGA Group Members and that the Agreement is a reasonable compromise of
2 disputed allegations.

3 **B. Plaintiff's and PAGA Counsels' Responsibilities**

4 PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for
5 obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a
6 draft proposed Award Order Granting Approval of PAGA Settlement; (ii) a signed declaration from
7 PAGA Counsel attesting to the timely transmission to the LWDA of all necessary PAGA documents
8 (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code,
9 §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iii) all facts relevant to any
10 actual or potential conflict of interest with PAGA Group Members and/or the Administrator.

11 In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other
12 pending matter or action asserting claims that will be extinguished or adversely affected by the
13 Settlement.

14 **C. Responsibilities of PAGA Counsel and Defense Counsel**

15 PAGA Counsel and Defense Counsel are jointly responsible for expeditiously applying for an
16 Order approving this Settlement and, if necessary, obtaining a prompt hearing date and appearing before
17 the Court to advocate in favor of the application.

18 **D. Duty to Cooperate**

19 If the Parties disagree on any aspect of the proposed application or motion for approval of this
20 Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will
21 expeditiously work together on behalf of the Parties by meeting in person or by telephone and in good
22 faith to resolve the disagreement.

23 If the Court does not approve this Settlement or conditions its approval on any material change
24 to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
25 the Parties by meeting in person or by telephone and in good faith to modify the Agreement and otherwise
26 satisfy the Court's concerns.

1 **E. Stay of Further Proceedings:**

2 To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery and
3 other proceedings shall be stayed pending Court approval of the Settlement. The Parties also agree to
4 notify the Court of the Settlement through a Notice of Proposed PAGA Settlement and to request that all
5 current court deadlines be continued pending approval of the Settlement. Plaintiff's counsel further
6 agrees not to initiate any written or oral communication with any PAGA Group Member other than
7 Plaintiff, except as necessary to effectuate the approval of the Settlement. The Parties further agree that
8 upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330 to extend
9 the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of
10 this settlement process.

11 **VII. SETTLEMENT ADMINISTRATION**

12 The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and have verified
13 that, as a condition of appointment, it agrees to be bound by this Agreement and to perform, as a fiduciary,
14 all duties specified in this Agreement in exchange for payment of Administration Expenses.

15 The Parties and their Counsel represent that they have no interest or relationship, financial or
16 otherwise, with the Administrator other than a professional relationship arising out of prior experiences
17 administering settlements.

18 The Administrator shall have and use its own Employer Identification Number for purposes of
19 providing reports to state and federal tax authorities.

20 The Administrator shall establish a settlement fund that meets the requirements of a Qualified
21 Settlement Fund (QSF) under US Treasury Regulation section 468B-1.

22 The Administrator has a duty to perform or observe all tasks to be performed or observed by the
23 Administrator contained in this Agreement or otherwise.

24 **VIII. CONTINUING JURISDICTION OF THE COURT**

25 The Parties agree that after the Court Order approving this Settlement, the Court will retain
26 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this
27
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1 Agreement, (ii) addressing settlement administration matters and (iii) addressing such post-approval
2 matters as are permitted by law.

3 **IX. WAIVER OF RIGHT TO APPEAL**

4 Provided the Court's Order is consistent with its terms and conditions, specifically including the
5 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their
6 respective counsel waive all rights to appeal from any Court order approving the Settlement, including
7 all rights to post-approval and appellate proceedings, the right to file motions to vacate approval, motions
8 for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the
9 right to oppose such motions, writs, or appeals.

10 If another party appeals the Order, the Parties' obligations to perform under this Agreement will
11 be suspended until such time as the appeal is finally resolved and the Order becomes final, except as to
12 matters that do not affect the amount of the Net Settlement Amount.

13 **X. ADDITIONAL PROVISIONS**

14 **A. No Admission of Liability or Representative Manageability for Other Purposes**

15 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
16 this Agreement shall be construed to be an admission by Plaintiff that Plaintiff's claims do not have merit
17 or by Released Parties of any liability or wrongdoing as to Plaintiff, any PAGA Group Member, or any
18 other person and Released Parties specifically disclaim any such liability or wrongdoing. AMN Staffing
19 and KFH contend that all PAGA Group Members were compensated in compliance with the law and that
20 AMN Staffing's and KFH's conduct was not willful with respect to any alleged failure to pay any wages
21 or penalties. AMN Staffing and KFH have denied, and continue to deny, each of the claims and
22 contentions alleged in the Action. AMN Staffing and KFH have asserted and continue to assert defenses
23 thereto and has expressly denied and continues to deny any wrongdoing or legal liability arising out of
24 any of the facts or conduct alleged in the Action. The Parties have entered into this Settlement Agreement
25 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
26 risks. Neither this Agreement nor any action taken to carry out the terms of this Agreement shall ever be
27 construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal, administrative,
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1 or other proceeding against AMN Staffing, KFH, or any of the other Released Parties, or may be used as
2 an admission, concession, or indication by or against AMN Staffing, KFH, or any of the other Released
3 Parties of any fault, wrongdoing, or liability whatsoever.

4 Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any
5 statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used
6 during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute,
7 nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in the Action
8 or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, is evidence of
9 any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or
10 any obligation or duty at law or in equity, by AMN Staffing, KFH, or any other Released Party. The
11 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case
12 or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported
13 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or
14 executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding
15 the foregoing, this Agreement may be used in any proceeding before any court that has as its purpose the
16 interpretation, implementation, or enforcement of this Agreement or any orders of the Court entered in
17 connection with the Agreement.

18 None of the documents produced or created by AMN Staffing or any other Released Party,
19 Plaintiff, or any PAGA Group Member in connection with the claims procedures or claims resolution
20 procedures constitute, and they are not intended to constitute, an admission by AMN Staffing or any
21 other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation,
22 rule, or executive order, or any obligation or duty at law or in equity, nor may they be introduced or
23 otherwise used in any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
24 as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
25 rule, or executive order, or any obligation or duty at law or in equity, or for any other purpose.

26 The Parties agree that representative treatment is for purposes of this Settlement only.
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1 If for any reason the Court does not approve this Settlement, AMN Staffing and KFH reserve all
2 available defenses to the claims in the Action, and Plaintiff reserves the right to contest AMN Staffing's
3 and KFH's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action
4 will have no bearing on, and will not be admissible in connection with, any litigation (except for
5 proceedings to enforce or effectuate the Settlement and this Agreement).

6 **B. Integrated Agreement**

7 Upon execution by all Parties and their counsel, this Agreement together with any attached
8 exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding
9 all oral representations, warranties, covenants or inducements made to or by any Party.

10 **C. Attorney Authorization**

11 PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized
12 by Plaintiff and AMN Staffing, respectively, to take all appropriate action required or permitted to be
13 taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other
14 documents reasonably required to effectuate the terms of this Agreement including any amendments to
15 this Agreement.

16 **D. Cooperation**

17 The Parties and their counsel will cooperate with each other and use their best efforts in good
18 faith to implement the Settlement by, among other things, modifying the Settlement Agreement and
19 submitting supplemental evidence and supplementing points and authorities as requested by the Court.
20 If the Parties are unable to agree upon the form or content of any document necessary to implement the
21 Settlement or on any modification of the Agreement that may become necessary to implement the
22 Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

23 **E. No Prior Assignments**

24 The Parties separately represent and warrant that they have not directly or indirectly assigned,
25 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion
26 of any liability, claim, demand, action, cause of action or right released and discharged by the Party in
27 this Settlement.
28

1 **F. No Tax Advice**

2 Neither Plaintiff, PAGA Counsel, AMN Staffing, KFH, nor Defense Counsel are providing any
3 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within
4 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
5 otherwise.

6 **G. Modification of Agreement**

7 This Agreement and all parts of it may be amended, modified, changed or waived only by an
8 express written instrument signed by all Parties or their representatives and approved by the Court.

9 **H. Agreement Binding on Successors**

10 This Agreement will be binding upon, and inure to the benefit of, the successors of each of the
11 Parties.

12 **I. Applicable Law**

13 All terms and conditions of this Agreement and any of its exhibits will be governed by and
14 interpreted according to the internal laws of the state of California, without regard to conflict of law
15 principles.

16 **J. Cooperation in Drafting**

17 The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement
18 will not be construed against any Party on the basis that the Party was the drafter or participated in the
19 drafting.

20 **K. Confidentiality**

21 To the extent permitted by law, all agreements made and orders entered during the Action and in
22 this Agreement relating to the confidentiality of information shall survive the execution of this
23 Agreement.

24 **L. Use and Return of PAGA Group Member Data**

25 Information provided to PAGA Counsel pursuant to Evidence Code section 1152 and all copies
26 and summaries of the PAGA Data provided to PAGA Counsel by AMN Staffing and/or KFH in
27 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may
28 be used only with respect to this Settlement, and no other purpose, and may not be used in any way that
violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90

1 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall
2 destroy all paper and electronic versions of PAGA Group Member Data received from AMN Staffing
3 and/or KFH unless, prior to the Administrator's payment of all Settlement funds, AMN Staffing and/or
4 KFH makes a written request to PAGA Counsel for the return, rather than the destruction, or PAGA
5 Group Member Data.

6 **M. Headings**

7 The descriptive heading of any section or paragraph of this Agreement is inserted for convenience
8 of reference only and does not constitute a part of this Agreement.

9 **N. Calendar Days**

10 Unless otherwise noted, all reference to days in this Agreement shall be to calendar days. If any
11 date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or
12 deadline shall be on the first business day thereafter.

13 **O. Notice**

14 All notices, demands or other communications between the Parties in connection with this
15 Agreement will be in writing and deemed to have been duly given as of the third business day after
16 mailing by United States mail or the day sent by email or messenger addressed as follows:

17 **To Plaintiff:**

18 Peter R. Dion-Kindem
19 The Dion-Kindem Law Firm
20 Peter R. Dion-Kindem, P. C.
21 3856 Davids Road, Agoura Hills, CA 91301
22 Telephone: (818) 883-4900
23 Email: peter@dionkindemlaw.com

24 Lonnie C. Blanchard III
25 The Blanchard Law Group, APC
26 177 East Colorado Boulevard, Suite 200
27 Pasadena, California 91105
28 Telephone: (213) 599-8255
Email: lonnieblanchard@gmail.com

To AMN Staffing and KFH:

Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Nancy Sotomayor

1 Akerman LLP
2 633 West Fifth Street, Suite 6400
3 Los Angeles, CA 90071
4 Telephone: (213) 688-9500
5 Email: anthony.sbardellati@akerman.com
6 sarah.kroll-rosenbaum@akerman.com
7 nancy.sotomayor@akerman.com

8 **P. Execution in Counterparts**

9 This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*,
10 DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed
11 counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties
12 will exchange between themselves signed counterparts. Any executed counterpart will be admissible in
13 evidence to prove the existence and contents of this Agreement

14 *Signatures on following page*

1 Dated: 29/01/25

Latasha Travis (Jan 29, 2025 09:44 PST)

2 Latasha Travis

3
4 Dated: _____

5 AMN Staffing Services, LLC, by

6
7 Its _____

8
9 **Approved as to Form and not as Parties to the Agreement:**

10 Dated: January 29, 2025

THE DION-KINDEM LAW FIRM

11
12 By: Peter R. Dion-Kindem

13 Peter R. Dion-Kindem, P.C.
14 Peter R. Dion-Kindem
Attorneys for Latasha Travis

15 Dated: January 29, 2025

BLANCHARD LAW GROUP, APC

16
17 By: Lonnie C. Blanchard

18 Lonnie Blanchard III
19 Attorneys for Latasha Travis

20 Dated: January 29, 2025

AKERMAN LLP

21
22 By: A. Sbardellati

23 Anthony D. Sbardellati
24 Attorneys for AMN Staffing Services, LLC and
25 Kaiser Foundation Hospitals
26
27
28

Dated: _____

Latasha Travis

Dated: 1/29/2025

DocuSigned by:
Julie Purinton
BDC1C10E00BC45C...

AMN Staffing Services, LLC, by

Julie Purinton

Its Division President, Travel Nurse NAS

Approved as to Form and not as Parties to the Agreement:

Dated: January 29, 2025

THE DION-KINDEM LAW FIRM

By: _____

Peter R. Dion-Kindem, P.C.
Peter R. Dion-Kindem
Attorneys for Latasha Travis

Dated: January 29, 2025

BLANCHARD LAW GROUP, APC

By: _____

Lonnie Blanchard III
Attorneys for Latasha Travis

Dated: January 29, 2025

AKERMAN LLP

By: _____

Anthony D. Sbardellati
Attorneys for AMN Staffing Services, LLC and
Kaiser Foundation Hospitals