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Attorneys for Plaintiff Latasha Travis

FILED
Superior Court of California
County of Los Angeles

FEB 28 2025

David W. Stayton, Executive Officer/Clerk of Court

By: D. Keith, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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)*

**~~[Proposed]~~ Order and Judgment
Approving PAGA Settlement**

The Court, having reviewed the Motion for Approval of PAGA Settlement and all pleadings, records, and other documentation on file in this case, and any oral testimony and/or argument of counsel, and good cause appearing therefor, orders as follows:

1. On January 31, 2024, Plaintiff Latasha Travis ("Plaintiff") filed this Action against Defendants AMN Staffing Services, LLC ("AMN Staffing") and Kaiser Foundation Hospitals (collectively "Defendants") for civil penalties under PAGA based on alleged wage and hour Labor Code

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violations alleged in the Complaint, First Amended Complaint, and the accompanying PAGA Notice.

2. On January 29, 2025, the Parties entered into the PAGA Settlement Agreement ("Settlement"), which was filed with the Court, on behalf of the PAGA Group, defined as any person who was or is a non-exempt employee of AMN Staffing who worked in California during the PAGA Period.
3. The Court incorporates by reference the definitions in the Settlement filed as Exhibit 1 to the Declaration of Peter R. Dion-Kindem filed in support of the Motion for Approval of PAGA Settlement.
4. The California Labor Workforce and Development Agency has been given proper notice of the Settlement in accordance with Labor Code section 2699(1)(2) and has expressed no objection, and no other party objected to the Settlement.
5. The Court approves the Settlement and finds that the \$990,000.00 non-reversionary Gross Settlement Amount, which is inclusive of the LWDA PAGA Payment, Individual PAGA Payments, PAGA Counsel's Fees Payment, PAGA Counsel's Expenses Payment, Plaintiff's Individual Payment, and Administration Expenses Payment, is fair, reasonable, and adequate and in the best interests of the Parties, all PAGA Group Members, and the State of California and is a reasonable compromise of disputed allegations.
6. Nothing in this Order shall constitute a finding that Defendants violated any provision of California law, including the Labor Code.
7. The Gross Settlement Amount shall be distributed as follows:
 - a. The Court approves the attorney's fees requested by PAGA Counsel and orders the payment of \$330,000 to be paid from the Gross Settlement Amount as reasonable attorney's fees to PAGA Counsel in accordance with the PAGA Settlement.
 - b. The Court finds that the costs incurred by PAGA Counsel are reasonable and orders the payment of the following costs from the Gross Settlement Amount in accordance with the Settlement:
 - To Peter R. Dion-Kindem, P.C. the sum of \$14,313.06; and

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- 1 • To the Blanchard Law Group, APC the sum of \$12,641.50.
- 2 c. The Court finds that the \$10,000 payment by Defendant AMN Staffing Services, LLC to
- 3 Plaintiff in return for Plaintiff's general release of claims against Defendants is
- 4 reasonable and appropriate and orders the payment of \$10,000 to Latasha Travis to be
- 5 paid from the Gross Settlement Amount in accordance with the Settlement.
- 6 d. Plaintiff's selection of Simpluris, Inc. to administer the Settlement is approved. The
- 7 Court approves the Settlement Administration Expenses and orders the payment of
- 8 \$5,000.00 to the Settlement Administrator to be paid from the Gross Settlement Amount
- 9 in accordance with the Settlement.
- 10 e. The Court approves the distribution of the Net Settlement in accordance with the
- 11 Settlement, 75% of which will be remitted to the Labor Workforce Development Agency
- 12 and 25% of which will be distributed to all PAGA Group Members in accordance with
- 13 the Settlement.
- 14 8. Any uncashed checks or other cash residue from the Settlement shall be distributed to the State of
- 15 California Controller Unclaimed Property Fund (the "UPF") to be held in the name of the PAGA
- 16 Group member.
- 17 9. Upon the date the Court enters Judgment and AMN Staffing fully funds the Gross Settlement
- 18 Amount, Plaintiff, on behalf of Plaintiff and Plaintiff's executors, legatees, devisees,
- 19 administrators, subcontractors, employees, successors and assigns, specifically releases any and
- 20 all past, present and future claims, demands, actions, suits, causes of action, obligations, damages,
- 21 rights or liabilities, of any nature, kind or description whatsoever, regardless of the legal or
- 22 equitable theory, that Plaintiff has or may have against any of the Released Parties which arise or
- 23 arose at any point from the beginning of time through, up to, and including the date Plaintiff
- 24 executes this Agreement, including without limitation all assigned and derivative claims, whether
- 25 known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or absolute,
- 26 suspected or unsuspected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory

1 of recovery, including whether based in tort, contract, statute, common law, public policy, or other
2 legal theory, and including unknown claims covered by California Civil Code Section 1542 and/or
3 any other applicable state or local law equivalents. Plaintiff's released claims include, but are not
4 limited to, any claims against AMN Staffing or any of the other Released Parties arising directly
5 or indirectly, out of, relating to, or in any way connected to any alleged act, omission, misconduct,
6 misrepresentation, transmission, breach, breach of contract, or occurrence by, and all Released
7 Claims against AMN Staffing or any other Released Parties. The claims released by Plaintiff
8 includes, but are not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et
9 seq.; claims relating to any screening conducted by AMN Staffing or any other Released Parties
10 pertaining to background screening, including under the Fair Credit Reporting Act, 15 U.S.C. §§
11 1681, et seq., and any state analogues; any express or implied agreements between Plaintiff and
12 any Released Parties; claims under any law pertaining to employment, wrongful termination, wage
13 statement and recordkeeping violations, or any other perquisites of employment; claims under any
14 other federal, state, county, city, or local law, ordinance, rule, or regulation regarding employment,
15 wages or compensation (and all of their implementing regulations and interpretive guidelines),
16 including but not limited to (i) any claims under the National Labor Relations Act; (ii) any claims
17 for employee benefits under any state or federal law, including without limitation; (iii) any claims
18 under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; (iv) any
19 claims under the PAGA; (v) any claims under the California Business and Professions, Civil,
20 Government and/or Labor Code; (vi) any claims under any applicable California Industrial
21 Welfare Commission Wage Orders, all as amended; and (vii) any claims on the basis of
22 discrimination, harassment or retaliation under any state, federal, or local law, including without
23 limitation, (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., (b) the Civil
24 Rights Act of 1866, 42 U.S.C. § 1981, (c) the Civil Rights Act of 1991, (d) the Americans with
25 Disabilities Act, 42 U.S.C. §§ 12101 et seq., (e) the Family and Medical Leave Act of 1993, (f)
26 the California Fair Employment and Housing Act, (g) the California Family Rights Act, (h) the

1 Americans with Disabilities Act, and (i) any other federal, state or local ordinances, all as amended.
2 The claims released by Plaintiff further include, but are not limited to, any claims and causes of
3 action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or
4 equitable relief, any other claims for any form of damages or relief, including liquidated damages,
5 and claims for restitution, statutory or other penalties, punitive damages, equitable relief, litigation
6 costs, interest, attorneys' fees, or any other form of relief. However, this release shall not apply to
7 claims for workers' compensation benefits, unemployment insurance benefits, pension or
8 retirement benefits or any other claim or right that as a matter of law cannot be waived or released.
9 Plaintiff shall be deemed to have, and by operation of the Court's Confirmation Order and
10 Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the
11 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
12 provision under federal or state law that purports to limit the scope of a general release. Plaintiff,
13 for herself, has read Section 1542 of the Civil Code of the State of California, which provides as
14 follows:

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

19 Plaintiff understands that Section 1542 gives Plaintiff the right not to release existing claims of
20 which she is not now aware unless Plaintiff voluntarily chooses to waive this right. Having been
21 so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and
22 elects to assume all risks for claims that now exist in her favor, known or unknown.
23 Notwithstanding this General Release by Plaintiff, nothing in this Agreement is intended to waive
24 claims (a) for unemployment or workers' compensation benefits, (b) for vested rights under
25 ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, (c) that may
26 arise after Plaintiff signs this Agreement, or (d) which cannot be released by private agreement. In
27 addition, nothing in this Agreement including but not limited to the acknowledgments, release of
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1 claims, proprietary information, return of property, confidentiality, cooperation, and non-
2 disparagement provisions, (e) prevents Plaintiff from discussing or disclosing information about
3 unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you
4 have reason to believe is unlawful or waives Plaintiff's right to testify in an administrative,
5 legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual
6 harassment on the part of Defendants, or on the part of the agents of Defendants, when Plaintiff
7 has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or
8 written request from an administrative agency or the legislature, (f) limits or affects Plaintiff's
9 right to challenge the validity of this Agreement under the ADEA or the OWBPA, (g) prevents
10 Plaintiff from communicating with, filing a charge or complaint with; providing documents or
11 information voluntarily or in response to a subpoena or other information request to; or from
12 participating in an investigation or proceeding conducted by the Equal Employment Opportunity
13 Commission, National Labor Relations Board, the Securities and Exchange Commission, law
14 enforcement, or any other any federal, state or local agency charged with the enforcement of any
15 laws, or from responding to a subpoena or discovery request in court litigation or arbitration, or
16 (h) limits Plaintiff from exercising rights under Section 7 of the NLRA or similar state law to
17 engage in protected, concerted activity with other person, although by signing this Agreement
18 Plaintiff is waiving rights to individual relief (including backpay, front pay, reinstatement or other
19 legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by
20 Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to
21 receive a payment or award from a government agency (and not Defendants) for information
22 provided to the government agency or otherwise where prohibited. Further, notwithstanding the
23 confidentiality and non-disclosure obligations in this Agreement and otherwise, Plaintiff
24 understands that as provided by the Federal Defend Trade Secrets Act, Plaintiff will not be held
25 criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade
26 secret made: (1) in confidence to a federal, state, or local government official, either directly or

1 indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected
2 violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if
3 such filing is made under seal. Notwithstanding anything to the contrary contained in this
4 Agreement, this release does not release any claims that Plaintiff has against Doctors Medical
5 Center of Modesto, Inc. or claims alleged in the lawsuit captioned *Travis v. Doctors Medical*
6 *Center of Modesto, Inc.* Case No. CV-24-002824 pending in the Superior Court of the State of
7 California, County of Stanislaus or pending related arbitration in JAMS or which could be or could
8 have been alleged against Doctors Medical Center of Modesto, Inc. by Plaintiff.

- 9 10. Upon the date the Court enters Judgment and AMN Staffing fully funds the Gross Settlement
10 Amount, Plaintiff and the PAGA Group will release Releasees from all claims as pled in the PAGA
11 letter and Complaint, including the First Amended Complaint, and any further amended pleadings
12 as necessary, for violation of California Labor Code section 2698, et seq. based on the allegations
13 in the PAGA letter, Complaint, and First Amended Complaint, as well as any and all PAGA claims
14 that were asserted or could have been asserted based on the factual allegations contained in the
15 PAGA letter, Complaint, and First Amended Complaint, through the PAGA Period. This also
16 includes any and all PAGA claims alleged or that could have been alleged based on the facts of
17 Plaintiff's PAGA letters or any complaint, including but not limited to claims for civil penalties
18 under Labor Code section 2698, et seq., Labor Code sections 201, 202, 203, 204, 210, 221, 226,
19 226.3, 226.7, 246, 256, 510, 512, 551, 552, 558, 1174.5, 1197, 1197.1, 1198, 1998.5, 1199, 2802,
20 and all applicable IWC Wage Orders. There shall be no right to opt out of the settlement and the
21 judgment on this settlement will have res judicata effect for all members of the PAGA Group.
22 Moreover, this Agreement shall be effective to adjudicate and release the claims and/or rights of
23 the LWDA to recover civil penalties against the Releasees for Labor Code or Wage Order
24 violations suffered by any of the PAGA Group members which are premised upon the facts and
25 allegations in the PAGA letter and Complaint, including the First Amended Complaint, as well as
26 any and all claims for civil penalties that were asserted or could have been asserted based on the
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1 factual allegations contained in the PAGA letter and Complaint, including the First Amended
2 Complaint, (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of
3 the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

4 11. The Court reserves jurisdiction over the Parties, the Action, and the Settlement solely for purposes
5 of (i) enforcing this Agreement, (ii) addressing settlement administration matters and (iii)
6 addressing such post-approval matters as are permitted by law.

7 12. The Action is dismissed with prejudice.

8 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that
9 judgment shall be entered in this action according to the foregoing terms.

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11 DATED: Feb. 28, 2025

Richard L. Fruin

12 The Honorable Richard L. Fruin
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1 **PROOF OF SERVICE**

2 I am over the age of 18 and not a party to the within action. My business address is 3856 Davids
3 Road, Agoura Hills, CA 91301. On February 3, 2025, I served the following document(s) described as:

4 **[Proposed] Order and Judgment Approving PAGA Settlement**

5 on interested parties in this action addressed as follows:

6 Sarah Kroll-Rosenbaum
7 Anthony D. Sbardellati
8 Nancy Sotomayor
9 Akerman LLP
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071

*Attorneys for Defendants AMN Staffing
Services, LLC and Kaiser Foundation
Hospitals*
Telephone: (213) 688-9500
Email: anthony.sbardellati@akerman.com
sarah.kroll-rosenbaum@akerman.com
nancy.sotomayor@akerman.com

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11 **(By Mail)** I deposited such envelope with postage thereon fully prepaid in the United States
12 mail at a facility regularly maintained by the United States Postal Service at Los Angeles,
California.

13 xxx **(By Email)** Based on a court order, Rules of Court, or an agreement of the parties to accept
14 electronic service, I caused the documents to be sent to the person(s) at the email addresses set
forth above.

15 **(By Overnight Delivery)** I enclosed the documents in an envelope or package provided by an
overnight delivery carrier and addressed to the persons at the address(es) identified above. I
16 placed the envelope or package for collection and overnight delivery at an office or a regularly
utilized drop box of the overnight delivery carrier.

17 **(By Personal Service)**

By personally delivering copies to the person served.

18 I delivered such envelope by hand to the offices of the addressee pursuant to Code of
Civil Procedure Section 1011.

19 I declare under penalty of perjury under the laws of the State of California that the above is true
20 and correct. Executed on February 3, 2025.

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22 _____
Kale M. Morita