



PETER R. DION-KINDEM (SBN 95267)

THE DION-KINDEM LAW FIRM

PETER R. DION-KINDEM, P. C.

3856 Davids Road, Agoura Hills, CA 91301

Telephone: (818) 883-4900

Fax: (818) 338-2533

Email: peter@dionkindemlaw.com

LONNIE C. BLANCHARD III (SBN 93530)

THE BLANCHARD LAW GROUP, APC

177 East Colorado Blvd., Suite 200

Pasadena, California 91105

Telephone: (213) 599-8255

Fax: (213) 402-3949

Email: lonnieblanchard@gmail.com

Jeff Holmes (SBN 100891)

HOLMES LAW GROUP

1613 Chelsea Rd Pmb 238,

San Marino, CA 91108

Telephone: 310-396-9045

Facsimile: 970-497-4922

Attorneys for Plaintiff Latasha Travis

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, Doctors Medical
Center of Modesto, Inc., Kaiser Foundation
Hospitals, and Does 1 through 10,

Defendants.

Case No. 24STCV02711

**Complaint for Recovery of Civil
Penalties Pursuant to the California
Private Attorneys General Act**

1 Plaintiff Latasha Travis (“Plaintiff” or “Travis”) brings this action as an aggrieved employee on
2 behalf of the State of California and current and former employees of Defendants pursuant to the
3 Private Attorneys General Act (the “PAGA”). Plaintiff alleges:

- 4 1. Plaintiff was employed by Defendants in California. Defendants committed one or more of the
5 violations alleged below against Plaintiff.
- 6 2. The PAGA Employees include, but are not limited to, Plaintiff and all other non-exempt
7 employees of Defendants who worked in California during the applicable statute of limitations
8 period as to whom one or more of the violations alleged below or otherwise were committed.
- 9 3. AMN Staffing Services, LLC (“AMN”) does business in California, including in the County of
10 Los Angeles. AMN employed Plaintiff and other PAGA Employees.
- 11 4. Doctors Medical Center of Modesto, Inc. (“DMC”) does business in California. DMC employed
12 Plaintiff and other PAGA Employees.
- 13 5. Kaiser Foundation Hospitals (“Kaiser”) does business in California. Kaiser employed Plaintiff
14 and other PAGA Employees.
- 15 6. Plaintiff does not presently know the true names and capacities of the defendants named as Does
16 1 through 10 and therefore sues such defendants by these fictitious names. Plaintiff believes that
17 the Doe defendants are persons or entities who are involved in the acts set forth below, either as
18 independent contractors, employers, suppliers, agents, servants, or employees of the known
19 defendants or through conspiring with the known defendants to perform these acts for financial
20 gain and profit in violation of Plaintiff’s and PAGA Employees’ rights. Plaintiff will request
21 leave of the Court to amend this Complaint to set forth their true names, identities, and capacities
22 when Plaintiff ascertains them.
- 23 7. Each of the defendants has been or is the principal, officer, director, agent, employer, employee,
24 representative, and/or co-conspirator of each of the other defendants and in such capacity or
25 capacities participated in the acts or conduct alleged herein and incurred liability therefor. At an
26 unknown time, some or all of the defendants conspired with other defendants to commit the
27
28

wrongful acts described herein. These wrongful acts were committed in furtherance of such conspiracy. Each of the defendants aided and abetted other defendants in committing the wrongful acts alleged herein. Each of the defendants acted for personal gain or in furtherance of such defendant's own financial advantage in committing the wrongful acts alleged herein.

8. The named defendants and the Doe defendants are hereinafter referred to collectively as "Defendants."

9. Defendants did not properly compensate Plaintiff and other PAGA Employees for all hours worked at the proper rates.

10. Defendants did not provide Plaintiff and other PAGA Employees with the requisite number of duty-free and timely meal periods of the legally required duration. Defendants did not pay all meal period premiums due Plaintiff and other PAGA Employees at the proper rate.

11. Defendants did not provide Plaintiff and other PAGA Employees with the requisite number of duty-free and timely rest periods of the legally required duration. Defendants did not pay all rest period premiums due Plaintiff and other PAGA Employees at the proper rate.

12. Defendants violated section 201 or 202 as to PAGA employees whose employment terminated by willfully failing to pay timely the wages earned and unpaid upon the termination of their employment at the proper rate. Defendants violated section 203 as to other PAGA Employees by failing to pay the wages owing to them under section 201 or 202 at the proper rate. Defendants' failure to pay all final wages was willful within the meaning of Labor Code section 203.

13. Defendants violated section 226(a)(1) as to Plaintiff and other PAGA Employees by failing to provide them statements of wages that accurately showed gross wages earned.

14. Defendants violated section 226(a)(5) by failing to provide Plaintiff and other PAGA Employees with statements of wages that accurately showed net wages earned.

15. Defendants violated section 226(a)(6) by failing to provide Plaintiff and other PAGA Employees with statements of wages that accurately showed the inclusive dates of the period for which the employee was paid.

- 1 16. Defendants violated section 226(a)(9) by failing to provide Plaintiff and other PAGA Employees
2 with statements of wages that accurately showed the applicable hourly rates in effect during the
3 pay period and the corresponding number of hours worked at each hourly rate by failing to
4 accurately show the actual number of hours worked at the applicable hourly rate at which they
5 should have been paid.
- 6 17. Defendants violated Defendants' obligations under Labor Code section 2802. Defendants
7 required Plaintiff and other PAGA Employees to incur necessary expenditures in direct
8 consequence of the discharge of their duties or at the obedience to the direction of Defendants
9 that included, without limitation, using cellular phones and other expenses for work-related
10 purposes. Defendants did not properly reimburse Plaintiff and other PAGA Employees for such
11 expenditures.
- 12 18. Defendants violated Defendants' obligations under Labor Code section 246 by failing to pay all
13 sick pay owing PAGA Employees at the properly calculated rate of pay.
- 14 19. Defendants violated section 204 by failing to timely pay all wages owing at the properly
15 calculated rate of pay.
- 16 20. Defendants violated their obligations under Labor Code section 221 by making unlawful
17 deductions and failed to disclose all aspects of deductions from compensation payable to
18 Plaintiff and PAGA Employees.
- 19 21. Because of Defendants' violations, Defendants are liable for penalties pursuant to Labor Code
20 sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699(f), *inter alia*.
- 21 22. Plaintiff has incurred attorney's fees and costs in pursuing this claim.
- 22 23. On January 31, 2024, Plaintiff's attorney gave written notice to the Labor and Workforce
23 Development Agency ("LWDA") and to the Defendants by certified mail identifying violations
24 set forth in this complaint. Once 65 days have passed from the date of the mailing of the notice,
25 Plaintiff will file an amended complaint alleging Plaintiff's compliance with the notice
26 requirements.
27
28

1 WHEREFORE, Plaintiff requests that an award be entered against Defendants as follows:

- 2 1. For all civil penalties recoverable under the PAGA;
- 3 2. For attorney's fees and costs as allowed by law;
- 4 3. For prejudgment interest;
- 5 4. For such other and further relief as the Court deems proper.

6 Dated: February 1, 2024

THE DION-KINDEM LAW FIRM

7
8 BY:



PETER R. DION-KINDEM, P.C.

PETER R. DION-KINDEM

Attorney for Plaintiff Latasha Travis