

SUMMONS ISSUED

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Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

*Attorneys for Plaintiff
and all other Similarly Situated*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

KRISTY REDDEN, on behalf of herself
and all other similarly situated individuals,

Plaintiff,

vs.

JOHN MUIR HEALTH, and DOES 1
through 50, inclusive,

Defendant(s).

Case No. C26-00339

CLASS ACTION COMPLAINT

- 1) Failure to Pay Overtime Wages in Violation of the California Labor Code;
- 2) Failure to Provide Accurate Wage Statements in Violation of the California Labor Code;
- 3) Failure to Timely Pay All Wages Due and Owing in Violation of the California Labor Code;
- 4) Violating Private Attorney Generals Act;
- 5) Unfair Business Practices.

JURY TRIAL DEMANDED

Plaintiff KRISTY REDDEN ("Plaintiff"), on behalf of herself and all other similarly situated and typical persons, alleges the following:

All allegations in this Complaint are based upon information and belief except for those allegations that pertain to the Plaintiff named herein and her counsel. Each allegation in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

1 1. This Court has subject matter jurisdiction over this action pursuant to Cal. Const.,
2 Art. VI § 10, as California superior courts have original jurisdiction in all causes not specifically
3 allocated to other courts.

4 2. This Court has personal jurisdiction over Defendant because it is a corporation
5 formed under the laws of California with a principal place of business in California.

6 3. This Court is the proper venue for this case pursuant to Cal. Code Civ. Proc. §
7 395.5, as Defendant's principal place of business is located at 1400 Treat Boulevard, Walnut
8 Creek, California 94597, which is in Contra Costa County.

PARTIES

9 4. Plaintiff KRISTY REDDEN is a natural person who was employed by Defendant
10 within the State of California for 7 years from May 14, 2018, to the present.

11 5. Defendant JOHN MUIR HEALTH ("John Muir" or "Defendant") is a California
12 corporation with its principal place of business at 1400 Treat Boulevard, Walnut Creek,
13 California, 94597.

14 6. The identity of DOES 1-50 is unknown at this time, and this Complaint will be
15 amended at such time when the identities are known to Plaintiff. Plaintiff is informed and
16 believes that each of the Defendants sued herein as DOE is responsible in some manner for the
17 acts, omissions, or representations alleged herein, and any reference to "Defendant,"
18 "Defendants," or "John Muir" herein shall mean "Defendants and each of them."

FACTS

19 7. John Muir is a not-for-profit corporation that operates healthcare facilities
20 primarily in Contra Costa County.

21 8. Plaintiff has been employed as a non-exempt hourly paid Registered Nurse
22 ("RN") in the Emergency Room and Trauma Department during her employment with
23 Defendant.

24 9. Plaintiff currently earns \$112.49 per hour plus shift differentials.

10. During the relevant time alleged herein, Plaintiff has worked a part-time variable workweek schedule consisting of two (2) twelve (12) hour shifts, totaling twenty-four (24) hours per workweek.

11. During the relevant time alleged herein, Plaintiff's regular work schedule has varied between (i) Friday through Monday, 7:00 p.m. to 7:30 a.m., every other week, and (ii) Saturday through Tuesday, 7:00 p.m. to 7:30 a.m., every other week.

12. Defendant required Plaintiff to work on non-scheduled days, meaning days outside her regular workweek schedule.

13. When Plaintiff worked non-scheduled days, Defendant did not pay her overtime compensation at one and one-half times her regular rate of pay for hours exceeding eight (8) hours on those non-scheduled days.

14. On or about April 29, 2025, Defendant, by and through its authorized agent, admitted that it had not compensated Plaintiff or any other similarly situated employee overtime compensation for hours worked in excess of 8 hours on non-scheduled days of work.

CLASS ACTION ALLEGATION

15. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

16. Plaintiff brings this action on behalf of herself and the following similarly situated and typical employees ("Class"):

Class:

All nonexempt employees of Defendant who were subject to a variable workweek schedule and worked over eight (8) hours on a non-scheduled workday but did not receive overtime compensation for those hours during the time period from four (4) years from the date of filing this action to the present ("Class Period").

17. Plaintiff further seeks to represent the following Subclass:

Waiting Time Penalties Subclass:

All Class Members who separated from employment with Defendant at any time from three (3) years from the date of filing this action to the present.

18. Class treatment is appropriate in this case for the following reasons:

1 A. The Class is Sufficiently Numerous: Pursuant to Code of Civil Procedure
2 § 382, members of the Class are so numerous that their individual joinder is impracticable. Upon
3 information and belief, Defendant employs, and has employed, in excess of 100 Class Members
4 within the applicable statute of limitations. Because Defendant is legally obligated to keep
5 accurate payroll records, Plaintiff alleges that Defendant's records will establish the members of
6 the Class as well as their numerosity.

7 B. Common Questions of Law and Fact Exist: Common questions of law and fact
8 exist and predominate as to Plaintiff and Class Members, including, without limitation:

- 9 i. Whether Defendant failed to compensate Plaintiff and all members of the
10 Class overtime pay when they worked over 8 hours on a non-scheduled
11 workday;
12 ii. Whether Defendant's failure to compensate Plaintiff and all members of
13 the Class overtime pay when they worked over 8 hours on a non-scheduled
14 workday violates the itemized wage statement provisions of the California
15 Labor Code and the Orders of the California Industrial Wage Commission;
16 and
17 iii. Whether Defendant willfully failed to pay the Waiting Time Penalties
18 Subclass all wages due and owing at the time of termination.

19 C. Plaintiff's Claims are Typical to Those of Fellow Class Members: Plaintiff was
20 not paid overtime when she worked over 8 hours on a non-scheduled workday. Plaintiff's claims
21 are typical of those members of the Class that she seeks to represent. In addition, Defendant did
22 not give Plaintiff and Class Members accurate wage statements to reflect all their overtime
23 compensation owed, and Defendant has not timely remitted all wages due and owing to Waiting
24 Time Penalties Subclass Members.

25 D. Plaintiff and her Counsel are Adequate Representatives of the Class: Plaintiff will
26 fairly and adequately represent the interests of Class Members because Plaintiff is a member of
27 the Class, she has common issues of law and fact with all members of the Class, and her claims
28 are typical to other Class Members. Plaintiff has retained counsel competent and experienced in

complex class action litigation, and Plaintiff intends to prosecute this action vigorously. The interests of the members of the class will be fairly and adequately protected by Plaintiff and her counsel.

E. A Class Action is Superior/Common Claims Predominate: A class action is superior to other available means for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense. Furthermore, the expenses and burden of individualized litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

FIRST CAUSE OF ACTION

Failure to Pay Overtime

(Violation of Labor Code §§ 510, 511, 1194, and 1198, and the Applicable Wage Order)

(On Behalf of Plaintiff and the Class Against Defendant)

19. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

20. Plaintiff and all other members of the Class were subject to alternative workweek schedules.

21. Plaintiff and all other members of the Class regularly worked non-scheduled days beyond their regular schedules approved by the alternative workweek schedules.

22. During the relevant time period alleged herein, Defendant did not compensate Plaintiff and members of the Class their overtime pay when they worked over eight (8) hours on a non-scheduled workday.

23. Labor Code § 510 and the applicable Wage Order provide that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts

specified by law. Specifically, Labor Code § 510(a) requires that: Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

24. Labor Code § 511(b) provides that “An affected employee working longer than eight hours but not more than 12 hours *in a day pursuant to an alternative workweek schedule adopted pursuant to this section* shall be paid an overtime rate of compensation of no less than one and one-half times the regular rate of pay of the employee *for any work in excess of the regularly scheduled hours established by the alternative workweek agreement* and for any work in excess of 40 hours per week.” Emphasis added.

25. Labor Code § 511(b) further provides that “An overtime rate of compensation of no less than double the regular rate of pay of the employee shall be paid for any work in excess of 12 hours per day *and for any work in excess of eight hours on those days worked beyond the regularly scheduled workdays established by the alternative workweek agreement.*” Emphasis added.

26. Labor Code § 1194 establishes an employee’s right to recover unpaid overtime compensation, and interest thereon, together with the costs of suit, and attorneys’ fees. Labor Code § 1198 makes employment of an employee for longer hours than the IWC sets or under conditions the IWC prohibits unlawful.

27. During the class period, Plaintiff and other Class Members have worked more than eight hours in a non-scheduled workday.

28. During the class period, Defendant has failed to pay Plaintiff and other Class Members the overtime compensation premium for those overtime hours they worked on non-scheduled workdays, as required by Labor Code §§ 510, 511, and 1198, and the applicable Wage Order.

29. In committing the violations of state law as herein alleged, Defendant has knowingly and willfully refused to perform their obligations to compensate Plaintiff and members of the Class for their overtime wages owed. Indeed, Defendant admitted that it had

1 knowingly and willfully failed to compensate Plaintiff and members of the Class on or about
2 April 29, 2025, but has yet to fully compensate Plaintiff and members of the Class for all the
3 overtime wages due and owing dating back to four (4) years from the filing of this complaint.
4 As a direct result, Plaintiff and other members of the class have suffered and continue to suffer,
5 substantial losses related to the use and enjoyment of such compensation, wages and lost interest
6 on such monies and expenses and attorney's fees in seeking to compel Defendant to fully perform
7 their obligation under state law, all to their respective damage in amounts according to proof at
8 trial and within the jurisdiction of this Court.

9 30. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
10 the unpaid wages resulting from Defendant's overtime wage violations, including interest
11 thereon, reasonable attorney's fees, and costs of suit, and liquidated damages to the fullest extent
12 permissible pursuant to Labor Code §§ 218, 218.5, 218.6, and 1194(a).

13 31. Because Defendant's conduct described immediately above is an act of unfair
14 competition and a business practice in violation of California Business & Professions Code §
15 17200, Plaintiff and Class Members are entitled to recover the amounts previously specified for
16 four (4) years prior to the filing of this complaint to the date of judgment after trial.

17 32. Defendant is also subject to civil penalties and restitution of wages payable to
18 Plaintiff and all Class Members pursuant to Labor Code § 558 as follows:

19 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
20 each pay period for which the employee was underpaid, in addition to an amount
sufficient to recover underpaid wages.

21 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid, in addition
23 to an amount sufficient to recover underpaid wages.

24 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

25 These penalties are in addition to any other penalty provided by law and are recoverable
26 by private individuals on behalf of the state of California under the Private Attorney General Act,
27 Labor Code § 2699, et. seq.
28

SECOND CAUSE OF ACTION

Failure to Provide Timely and Accurate Wage Statements

(Violation of Labor Code § 226)

(On Behalf of Plaintiff and the Class Against Defendant)

33. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

34. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements showing, inter alia, overtime wages owed to Plaintiff and Class Members in accordance with Labor Code § 226(a) and applicable Wage Order No. 9. Such failure caused injury to Plaintiff and Class Members by, among other things, impeding them from knowing the amount of wages to which they are and were legally entitled.

35. Plaintiff's good faith estimate of the number of pay periods in which Defendant failed to provide accurate itemized wage statements to Plaintiff and Class Members is each and every pay period during the Class Period.

36. Plaintiff and the Class Members are entitled to and seek injunctive relief requiring Defendant to comply with Labor Code § 226(a) and further seek the amount provided under Labor Code § 226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

37. Defendant is also subject to civil penalties for Labor Code § 226(a) violations "in the amount of two hundred and fifty dollars (\$250) per employee per violation in an initial citation and one thousand (\$1,000) per employee for each violation in a subsequent citation" as provided by Labor Code § 226.3. These penalties are in addition to any other penalty provided by law and are recoverable by private individuals on behalf of the state of California under the Private Attorney General Act, Labor Code § 2699, et. seq.

38. Because Defendant's conduct described immediately above is an act of unfair competition and a business practice in violation of California Business & Professions Code § 17200, Plaintiff further demands the Defendant be enjoined from continuing to provide

inaccurate pay statements that fail to include the amount of hours worked by each employee, the hourly rate of pay, and the amount of all overtime hours worked at the corresponding hourly rate.

THIRD CAUSE OF ACTION

Failure to Timely Pay All Wages Due and Owing

(Violation of Labor Code §§ 201-203)

39. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

40. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the time specified by law. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

41. Class Members who ceased employment with Defendant are entitled to unpaid compensation for unpaid minimum, regular, and overtime wages, as alleged above, but to date have not received such compensation. Defendant's failure to pay such wages and compensation, as alleged above, was knowing and "willful" within the meaning of Labor Code § 203.

42. As a consequence of Defendant's willful conduct in not paying compensation for all hours worked, Class Members whose employment ended within the last three years from the filing of this complaint are entitled to up to thirty (30) days' wages under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

FOURTH CAUSE OF ACTION

Violating California Private Attorney General Act

(On Behalf of Plaintiff and All Aggrieved Employees Against Defendant)

43. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

44. Labor Code § 2699(a) states:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards,

1 agencies, or employees, for a violation of this code, may, as an alternative, be
2 recovered through a civil action brought by an aggrieved employee on behalf of
3 himself or herself and other current or former employees pursuant to the procedures
4 specified in Section 2699.3.

5 45. Plaintiff and Class Members are “aggrieved employees” as that term is defined in
6 the California Labor Code Private Attorney General Act of 2004, because they are current or
7 former employees of the alleged violator and against whom one or more of the alleged violations
8 was committed.

9 46. As outlined above, Plaintiff has met all the notice requirements set forth in Labor
10 Code § 2699.3 necessary to commence a civil action.

11 47. Plaintiff brings this action on behalf of herself and all aggrieved employees who
12 were subject to Defendant’s failure to pay Plaintiff and aggrieved employees for their overtime
13 wages; its failure to provide accurate wage statements; and its failure to pay aggrieved employees
14 who are former employees all their wages due and owing upon termination.

15 48. Plaintiff, on behalf of herself and in a representative capacity on behalf of all
16 members of the PAGA aggrieved employee Class, demand the maximum civil penalty specified
17 in Labor Code § 2699 in the amount of one hundred dollars (\$100) for Plaintiff and each
18 aggrieved member of the Class per period for the initial violation and two hundred dollars (\$200)
19 per pay period for each subsequent violation for violations of Labor Code §§ 201-204, 226, 226.7,
20 510, 511, 1194, 1197, and 1198.

21 49. These penalties are recoverable in addition to any other civil penalty separately
22 recoverable by law.

23 **FIFTH CAUSE OF ACTION**

24 **Unfair Competition Law**

25 (Violation of California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200 et seq.)

26 (On Behalf of Plaintiff and the Class Against Defendant)

27 50. Plaintiff realleges and incorporates by this reference all the paragraphs above in
28 this Complaint as though fully set forth herein.

51. By the conduct described throughout this Complaint, Defendant have violated the provisions of the California Labor Code as specified and have engaged in unlawful, deceptive, and unfair business practices prohibited by California Business & Professions Code § 17200, *et seq.* Defendant's use of such practices resulted in greatly decreased labor costs and constitutes an unfair business practice, unfair competition, and provides an unfair advantage over Defendant's competitors.

52. The unlawful and unfair business practices complained of herein are ongoing and present a threat and likelihood of continuing against Defendant's current employees as well as other members of the general public. Plaintiff and Class Members are therefore entitled to injunctive and other equitable relief against such unlawful practices in order to prevent future damage and to avoid a multiplicity of lawsuits. Accordingly, Plaintiff and the Class Members request a preliminary and permanent injunction prohibiting Defendant from the unfair practices complained of herein.

53. Defendant generated income as a direct result of the above-mentioned unlawful and unfair business practices. Plaintiff and the Class Members are therefore entitled to restitution of any and all monies withheld, acquired, and/or converted by Defendant by means of the unfair and unlawful practices complained of herein.

54. As a result, Plaintiff and Class Members seek restitution of their unpaid wages, unpaid overtime, meal and rest break pay, itemized wage statement penalties, and waiting time penalties, in addition to interest, attorneys' fees, and costs, as necessary and according to proof. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendant.

PRAYER FOR RELIEF

Wherefore Plaintiff, individually and on behalf of all Class Members and all others similarly situated, prays for relief as follows relating to her class and representative action allegations:

1. For an order certifying this action as a class action on behalf of the proposed Class and Subclass;

2. For an order appointing Plaintiff as the Representative of the Class and her counsel as Class Counsel;
3. For damages according to proof for overtime compensation for all overtime hours worked under California law;
4. For liquidated damages;
5. For waiting time penalties;
6. For civil penalties;
7. For PAGA penalties;
8. For interest as provided by law at the maximum legal rate;
9. For reasonable attorneys' fees authorized by statute;
10. For costs of suit incurred herein;
11. For pre-judgment and post-judgment interest, as provided by law, and
12. For such other and further relief as the Court may deem just and proper.

DATED: January 29, 2026

THIERMAN BUCK

/s/ Joshua D. Buck

Joshua D. Buck

Leah L. Jones

*Attorneys for Plaintiff and all others
similarly situated*