

01/16/2026

Clerk of the Court, Executive Officer / Clerk of the Court

By: J. Bessard Deputy
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INGRID RAGOOBAR, AMBER UGARTE,
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THE SETTLEMENT CLASS AND AGGRIEVED EMPLOYEES

Additional counsel listed on following page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

INGRID RAGOOBAR, AMBER UGARTE,
MARKI HENDERSON, AND THE
CALIFORNIA NURSES ASSOCIATION,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 23CV037410

**JOINT STIPULATION AND ~~PROPOSED~~
ORDER TO ALLOW PLAINTIFF TO FILE
SECOND AMENDED COMPLAINT
CONFORMING WITH SETTLEMENT AND
RELEASE OF CLASS ACTION AND PAGA
CLAIMS**

Judge: Hon. Joscelyn Jones
Dept.: 19

Complaint Filed: June 30, 2023

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1 Plaintiffs Ingrid Ragoobar, Amber Ugarte, and Marki Henderson and Defendant Sutter
2 Health (“Defendant”), on the other hand (collectively, “the Parties”), by and through their
3 undersigned counsel, hereby stipulate as follows:

4 WHEREAS, Plaintiff filed the Complaint in the above-captioned action on June 30, 2023;

5 WHEREAS, Plaintiff filed a First Amended Complaint in the above-captioned action on
6 September 6, 2023;

7 WHEREAS, the Parties engaged in arm’s-length mediated settlement negotiations during
8 a full day private mediation with an experienced wage and hour mediator, and, during that
9 mediation, reached a proposed settlement intended to resolve all California Labor Code Private
10 Attorneys General Act of 2004 (“PAGA”) claims asserted in the First Amended Complaint, as
11 well as the parallel California wage and hour claims that could have been asserted on a class
12 basis;

13 WHEREAS, the Parties have entered into a settlement agreement to resolve the above-
14 captioned action on a class and PAGA basis;

15 WHEREAS, pursuant to Code of Civil Procedure section 473, subdivision (a), the “court
16 may . . . in its discretion, after notice to the adverse party, allow, upon terms as may be just, an
17 amendment to any pleading”;

18 WHEREAS, the Parties have stipulated to the filing of the Second Amended Complaint,
19 in the form attached as Exhibit A ; and

20 WHEREAS, the Parties agree that the filing of the Second Amended Complaint will not
21 prejudice any Party to this action.

22 NOW, THEREFORE, the Parties hereby stipulate that Plaintiff should be granted leave to
23 amend to file the Second Amended Complaint, attached hereto as Exhibit A;

24
25 **IT IS HEREBY STIPULATED AND AGREED:**

26 1. Plaintiff shall be granted leave to file the Second Amended Complaint, attached
27 hereto as Exhibit A;

2. The Second Amended Complaint shall be deemed the operative complaint for purposes of settlement;

3. Defendant is not required to file a responsive pleading to the Second Amended Complaint.

IT IS SO STIPULATED.

DATED: January 15, 2026

CAROL IGOE LAW, APCE

By: /s/ Carol A. Igoe
CAROL A. IGOE

DATED: January 15, 2026

CALIFORNIA NURSES ASSOCIATION

By: /s/ Nicole J. Daro
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Attorneys for Plaintiffs
INGRID RAGOOBAR,
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DATED: January 15, 2026

GBG LLP

By: /s/ Teresa W. Ghali
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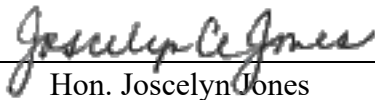
~~PROPOSED~~ ORDER ON JOINT STIPULATION
FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

The Court, having reviewed the Parties' Joint Stipulation, and good cause appearing, hereby ORDERS:

1. Plaintiff is granted leave to file the Second Amended Complaint attached as Exhibit A to the Joint Stipulation;
2. The Second Amended Complaint shall be deemed filed as of the date of this Order and shall serve as the operative complaint for settlement purposes;
3. Defendant is not required to file a responsive pleading to the Second Amended Complaint.

IT IS SO ORDERED.

DATED: 01/16/2026



Hon. Joscelyn Jones
Judge of the Superior Court
Joscelyn Jones / Judge

EXHIBIT A

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Attorneys for Plaintiffs
INGRID RAGOOBAR, AMBER UGARTE,
AND MARKI HENDERSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

INGRID RAGOOBAR, AMBER UGARTE,
AND MARKI HENDERSON.

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No.: 23CV037410

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JOSCELYN JONES
DEPARTMENT 19

**SECOND AMENDED VERIFIED CLASS
ACTION AND REPRESENTATIVE
COMPLAINT**

Plaintiffs Ingrid Ragoobar, Amber Ugarte, and Marki Henderson, individually, and in a representative capacity on behalf of themselves and other similarly situated aggrieved employees, hereby submit this Complaint against Defendant Sutter Health. The Plaintiffs allege as follows:

NATURE OF THE ACTION

1. Plaintiffs Ingrid Ragoobar, Amber Ugarte, and Marki Henderson are registered Nurses who have been employed at three Sutter Health locations in Northern California. Plaintiffs Ingrid Ragoobar, Amber Ugarte, and Marki Henderson ("Plaintiffs"), individually, on behalf of themselves and a class of all others similarly situated, and in a representative capacity on behalf of

1 aggrieved employees and the State of California pursuant to the Private Attorneys General Act of
2 2004 (“PAGA”), for Defendant’s violations of California Labor Code provisions, including but not
3 limited to Sections 204, 210, 222, 223, 225.5, 218.6, 218.5, 226(a), 226(e), 226.3, 510, 558,
4 1174(d), 1174.5, 1175, 1194, 1194.2, 1194.5, and 2699 et. seq.

5 2. Defendant failed to comply with California Labor Code requirements due to
6 wrongful, willful, and intentional practices and policies. Plaintiffs bring this representative action on
7 behalf of themselves, all other similarly situated aggrieved employees, and the State of California,
8 based on the claims articulated below. Plaintiff provided notice of the claim pursuant to Section
9 2698 *et seq.*, to the Labor and Workforce Development Agency (“LWDA”). The LWDA has not
10 provided any notice to Plaintiff that it intends to prosecute these claims following the exhaustion of
11 the 65-day notice period required by Section 2699.3(a)(2)(B). Accordingly, Plaintiffs may now
12 bring this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor
13 Code Section 2698 *et seq.*

14 3. Since implementing a new payroll system on July 1, 2022, Sutter Health Services has
15 incorrectly paid thousands of its employees.¹ The pay discrepancies caused by the new payroll
16 system are continuing as of the filing of this lawsuit. Plaintiffs Ingrid Ragoobar, Amber Ugarte and
17 Marki Henderson, on behalf of all similarly situated aggrieved employees in the State of California,
18 file this Complaint seeking a Court order requiring Sutter Health to make employees whole for
19 payroll errors, fix its payroll system so that it accurately pays its employees, and to conduct an audit
20 of all wages since July 1, 2022 to ensure that its employees have been fully and accurately
21 compensated.

22 **THE PARTIES**

23 4. Plaintiff Ingrid Ragoobar is a resident of the State of California and has been
24 employed as an hourly, nonexempt employee of Defendant since May 2012. Plaintiff Amber Ugarte
25 is a resident of the State of California and has been employed as an hourly, nonexempt employee of
26

27
28 ¹ Cathie Anderson (August 8, 2022). “Sutter Health screwed up paychecks, shorted thousands of workers on wages, unions say” available at <https://www.sacbee.com/news/local/health-and-medicine/article264312311.html> (last accessed 8/9/2022). *Sacramento Bee*

1 Defendant from May 2014 to February 2023. Plaintiff Marki Henderson is a resident of the State of
2 California and has been employed as an hourly, nonexempt employee of Defendant since November
3 2011.

4 5. Defendant Sutter Health is a not-for-profit health care organization that operates 24
5 acute care hospitals and over 200 clinics throughout Northern California. Defendant does business
6 in California with the capacity to sue and be sued, and does business in Alameda County,
7 California.

8 6. Plaintiffs are informed and believe and thereon allege that the Defendant, either
9 directly or indirectly, through agents or other persons, employed Plaintiffs and other members of the
10 class, and exercised control over their wages, hours and working conditions.

11 **JURISDICTION AND VENUE**

12 7. Venue is proper in this judicial district because Defendant conducts business in this
13 county. Defendant has legal obligations to Plaintiffs and many of the aggrieved employees in this
14 case that arose in this county.

15 8. The statutory penalties sought by Plaintiffs exceed the minimum jurisdictional limits
16 of the Superior Court and will be established according to proof at trial. Based on information,
17 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
18 monetary damages, penalties, and attorney's fees, exceeds twenty-five thousand dollars (\$25,000).

19 9. The California Superior Court has jurisdiction in this matter because the Plaintiffs
20 are residents of California, and Defendant is incorporated in California, qualified to do business in
21 California and regularly conducts business in California. Further, there is no federal question at
22 issue as the claims herein are based on the California Labor Code and the California Business &
23 Professions Code.

24 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

25 10. During the relevant period, Defendant committed numerous violations of the
26 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
27 violate state law.

28 ///

1 11. Plaintiffs are aggrieved employees of Defendant, currently or formerly working for
2 Defendant. Defendant owns and operates 24 acute care hospitals and over 200 clinics in Northern
3 California.

4 12. Within the one year prior to the date of service notice on the LWDA, and continuing
5 to the present, Defendant has engaged in unlawful employment practices that resulted in violations
6 of multiple sections of the California Labor Code, as set forth more clearly below.

7 13. Plaintiffs and all similarly situated nonexempt, hourly employees of Defendant in
8 California who were employed by Defendant since July 1, 2022 to the present are aggrieved
9 employees within the meaning of Labor Code Section 2699(c).

10 14. On or around July 1, 2022, Defendant implemented “Workday,” a new software
11 platform for HR, payroll and expense services at all Sutter Health locations for its hourly paid, non-
12 exempt employees throughout Northern California. The implementation of “Workday” has caused
13 widespread pay disparities, including but not limited to: (1) payment of incorrect base wage rates,
14 (2) missing work hours from paychecks, (3) missing or late paychecks, (4) absent or incorrect
15 overtime wages, (5) incorrect wage deductions or withholdings, including inaccurate Medicare tax
16 deductions, union dues, and double deductions for health and welfare benefits, (6) absent or
17 incorrect wage rates for various types of premium pay, including shift differentials, rest between
18 shift pay, and missing pay for double shifts, and (7) inaccurate reductions from PTO and reduced
19 census banks.

20 15. Defendant knew, or should have known, in advance of implementing Workday that
21 employees would be systemically underpaid. Defendant activated Workday on July 1, 2022 for all
22 California hourly paid employees without first verifying that all employees would be paid
23 accurately. Defendant did not activate Workday on a rolling basis for different categories of
24 employees so as to ensure correct payment of wages, nor did Defendant revert back to the previous
25 payroll system, “Lawson,” when informed of the litany of outstanding payroll issues within the first
26 two weeks of its implementation. Defendant also did not conduct adequate testing of Workday
27 before it went into effect. Defendant is therefore liable for actual damages, liquidated damages, civil
28 penalties, and reasonable attorney’s fees and costs under the California Labor Code, including

1 PAGA, Labor Code Section 2698 *et seq.* as described more fully herein.

2 16. As a result of the implementation of Workday, Plaintiffs and numerous employees
3 have found errors in their pay. Some employees have been able to identify how they were
4 underpaid, other employees have concluded that they were underpaid but needed multiple pay
5 periods to identify how they were underpaid and the correct amounts owed.

6 17. Although the Defendant has taken steps to fix some of the problems with Workday,
7 there are still ongoing errors each pay period. Multiple employees suffered payroll errors for
8 multiple pay periods before the errors were corrected. Many employees who were underpaid have
9 not received corrected pay and reasonably expect to continue to be underpaid in subsequent pay
10 periods.

11 18. The errors caused by Workday have caused significant disruption and annoyance for
12 Defendant's employees. Every payroll cycle beginning in July 2022 and August 2022 has included
13 some combination of unpaid wages, incorrect shift differentials, missing call pay, among other
14 mistakes. Defendant's employees have spent significant time reviewing their paystubs, attempting
15 to confirm the accuracy of their pay, and explaining to Defendant's representatives the various
16 discrepancies in their pay. Many employees utilized the "Sutter Health Employee Line," which was
17 created specifically to handle complaints related to problems with the Workday platform.

18 19. Defendant's implementation and continued use of Workday violates the California
19 Labor Code because it systemically underpays employees, fails to pay all wages owed at each
20 regular payday, produces inaccurate withholdings and deductions, and has produced inaccurate
21 wage statements across multiple pay periods.

22 **CLASS ALLEGATIONS**

23 20. Plaintiffs bring this action on behalf of themselves and all others similarly situated
24 pursuant to California Code of Civil Procedure § 382.

25 21. The proposed class consists of: All hourly, non-exempt employees employed by
26 Defendant in California who received a paycheck for less than the total amount due at the end of a
27 pay period at any time between July 1, 2022, and December 31, 2022.

28 ///

1 22. Class Certification Requirements. The proposed class satisfies the requirements of
2 California Code of Civil Procedure Section 382:

- 3 a. Numerosity: The class is so numerous that joinder is impracticable, consisting of
4 thousands of employees across Defendant's 24 hospitals and 200+ clinics;
5 b. Commonality: Common questions of law and fact exist, including whether
6 Defendant's Workday payroll system violated California Labor Code provisions
7 regarding wage payment, record-keeping, and wage statements;
8 c. Typicality: Plaintiffs' claims are typical of class members as all were subject to
9 the same defective payroll system and resulting violations; and
10 d. Adequacy: Plaintiffs will fairly and adequately represent the class and are
11 represented by qualified counsel.
12 e. Superiority. A class action is superior to individual litigation because class
13 members' individual claims are too small to pursue separately, common
14 questions predominate, and class treatment promotes judicial efficiency.

15 23. Defendant has committed the following violations of the California Labor Code:

16 **FIRST CLAIM FOR RELIEF**

17 **Equitable Accounting of Wages**

18 (California Labor Code §§ 1174(d); 1174.5; 1175; 1195.5)

19 (California Code of Civil Procedure § 872.140)

20 24. Plaintiffs reallege and incorporate paragraphs 1 through 20 as if alleged herein.

21 25. Defendant owes a duty to Plaintiff and all aggrieved employees to accurately pay
22 wages, provide accurate wage statements, and to promptly distribute any funds withheld or diverted
23 from their wages. Defendant's duty is one of a fiduciary and is based on a relationship of trust that
24 Defendant will comply with its obligations in redistributing the earned wages of its employees.

25 26. On July 14, 2022, the Plaintiff's Union, the California Nurses Association ("CNA"
26 or "Union") first requested an Audit following reports of ongoing payroll errors. On August 11,
27 2022, the Plaintiffs Union reiterated its request for a full accounting of errors both made and
28 corrected since the implementation of Workday on July 1, 2022. Rather than provide said Audit, on

1 August 26, 2022, the Defendant provided a web link for individual employees to access their
2 payroll records and wage statements online.

3 27. California Labor Code Section 1174 (“Duties of Employers”), subsection (d),
4 requires Employers to “keep, at a central location in the state or at the plants or establishments at
5 which employees are employed, payroll records showing the hours worked daily by and the wages
6 paid to...employees employed at the respective plants or establishments. These records shall be
7 kept in accordance with rules established for this purpose by the commission, but in any case shall
8 be kept on file for not less than three years.”

9 28. California Labor Code Section 1174.5 (“Failure to Maintain Records; penalties”)
10 subjects an employer who fails to maintain “accurate and complete records required by subdivision
11 (d) of Section 1174” to a “civil penalty of five hundred dollars (\$500).”

12 29. California Labor Code Section 1195.5 empowers the Division of Labor Standards
13 Enforcement to “determine, upon request, whether the wages of employees...have been correctly
14 computed and paid. For this purpose, the division may examine the books, reports, contracts,
15 payrolls, and other documents of the employer relative to the employment of employees. The
16 division shall enforce the payment of any sums found, upon examination, to be due and unpaid to
17 the employees.”

18 30. California Civil Procedure Code Section 872.140 empowers the Court to “in all
19 cases, order...accounting, or other compensatory adjustment among the parties according to the
20 principles of equity.”

21 31. Given the record keeping requirements of the California Labor Code, the penalties
22 involved for failure to maintain accurate records, and the widespread pay discrepancies caused by
23 Workday, Defendant has a duty to Plaintiffs and all aggrieved employees to render an accounting
24 showing in detail the wages owed since the implementation of Workday, the amounts paid to
25 Plaintiffs and all aggrieved employees since the implementation of Workday, and the amounts
26 redistributed in connection with any diversion, reduction, or withholding of wages since the
27 implementation of Workday.

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1 **THIRD CLAIM FOR RELIEF**

2 **Unlawful Failure to Pay Wages**

3 (California Labor Code §§ 204, 222, 223, 225.5, 218.6, 510, 1194, 1194.2)

4 38. California Labor Code Section 204 requires that all wages...earned by any person in
5 any employment are due and payable twice during each calendar month, on days designated in
6 advance by the employer as regular paydays.

7 39. California Labor Code Section 222 makes it “unlawful, in case of any wage
8 agreement arrived at through collective bargaining, either willfully or unlawfully with intent to
9 defraud an employee...to withhold from said employee any part of the wage agreed upon.”

10 40. California Labor Code Section 223 makes it unlawful to secretly pay a lower wage
11 while purporting to pay the wage designated by statute or by contract, where any statute or contract
12 requires an employer to maintain the designated wage scale.

13 41. California Labor Code Section 225.5 provides a civil penalty of \$100 for any initial
14 violation of Labor Code Sections 222 and 223, and a civil penalty of \$250 plus 25 percent of the
15 amount unlawfully withheld for each subsequent violation.

16 42. In any action brought for the nonpayment of wages, California Labor Code Section
17 218.6 provides that the court shall award interest on all due and unpaid wages at the rate of interest
18 specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that
19 the wages were due and payable.

20 43. California Labor Code Section 510 requires any work in excess of eight hours in one
21 workday and any work in excess of 40 hours in any one workweek...shall be compensated at the
22 rate of no less than one and one-half times the regular rate of pay for an employee.

23 44. California Labor Code Section 1194 provides that any employee receiving less than
24 the legal minimum wage or the legal overtime compensation applicable to the employee is entitled
25 to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
26 compensation, including interest thereon, reasonable attorney’s fees and costs of suit.

27 45. California Labor Code Section 1194.2 provides that an employee shall be entitled to
28 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1 46. Aggrieved RN Marki Henderson works as an RN at Sutter Solano Medical Center.
2 Her paycheck for the pay period ending on August 12, 2022 did not include 6 hours of double-time
3 pay that she had earned. She contacted Sutter Health on August 22 via the online service portal that
4 was established specifically to deal with the litany of errors that emerged from the Defendant's
5 implementation of the "Workday" payroll software. As of February 2023, she has yet to be paid for
6 the 6 hours of double time pay that she earned. RN Henderson was not paid in a timely manner as
7 required by California Labor Code Section 204, nor did she receive overtime pay as required by
8 Labor Code Section 510.

9 47. RN Henderson and all similarly aggrieved employees are entitled to recover the
10 unpaid balance of overtime compensation pursuant to Labor Code Section 1194 and liquidated
11 damages pursuant to Section 1194.2.

12 48. Plaintiffs bring this claim on behalf of themselves and the proposed class.

13 **FOURTH CLAIM FOR RELIEF**

14 **Failure to Timely Pay Wages**

15 (California Labor Code §§ 204, 210, 222, 223, 225.5, 218.6, 218.5, 248.6)

16 49. California Labor Code Section 248.6 (the "2022 COVID-19 Supplemental Paid Sick
17 Leave Law") requires that employers provide 80 hours of supplemental paid sick leave to full time
18 employees if, inter alia, the worker is subject to a Federal, State, or local quarantine or isolation
19 order related to COVID-19, or the worker is advised by a health care provider to self-isolate or self-
20 quarantine due to health concerns related to COVID-19, or if the Employer prohibits the worker
21 from working due to health care concerns related to the potential transmission of COVID-19.
22 Defendant is a covered employer under Labor Code Section 248.6(a)(3), Plaintiffs and aggrieved
23 employees are covered employees as defined by Section 248.6(a)(1).

24 50. The requirement to provide 2022 COVID-19 Supplemental Paid Sick Leave was in
25 effect from January 1, 2022 through December 31, 2022.

26 51. Aggrieved RN Amber Ugarte worked at Sutter Solano Medical Center until February
27 2023. She tested positive for Covid-19 in June 2022. Before the transition to the Workday payroll
28 software, her wage statements indicated that she had the full availability of 2022 Covid-19

1 52. Supplemental Paid Sick Leave. After the transition to Workday, she was told by
2 Sutter that she had no Covid leave availability.

3 53. Aggrieved RN Ugarte began her leave of absence on July 13, 2022 and returned to
4 work on August 1, 2022. During this nearly 3-week period, RN Ugarte received almost no pay for 3
5 full pay periods, despite her clear eligibility for 2022 Covid-19 Supplemental Paid Sick Leave as a
6 “covered employee” as defined by California Labor Code Section 248.6(a)(1).

7 54. The change to the Workday payroll software resulted in 3 full pay periods of
8 significant financial hardship and unnecessary aggravation. The process to correct this error
9 involved RN Ugarte sending dozens of emails, making several phone calls, and reaching out to her
10 Union. As of September 2022, RN Ugarte has still not been made completely whole.

11 55. Aggrieved RN Ingrid Ragoobar works as an RN at Eden Medical Center. Since the
12 pay period ending on July 8, 2022, RN Ragoobar has suffered multiple payroll errors, including her
13 per diem pay rate not being paid, inaccurate payment for rest between shifts, unpaid double time,
14 and an incomplete payroll adjustment.

15 56. The series of payroll errors over multiple pay periods experienced by RN Ragoobar
16 and all similarly aggrieved employees violate Labor Code Sections 204, 210, 222, 223, 225.5, 218.6
17 and 218.5.

18 57. Plaintiffs bring this claim on behalf of themselves and the proposed class.

19 **FIFTH CLAIM FOR RELIEF**

20 **Failure to Provide Accurate Itemized Wage Statements**

21 (California Labor Code §§ 226(a), 226(e), 226.3)

22 58. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 59. California Labor Code Section 226(a) provides that “an Employer, semimonthly or
25 at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized
26 statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
28 (4) all deductions..., (5) net wages earned, (6) the inclusive dates of the period for which the

1 employee is paid, (7) the name of the employee and his or her social security number..., (8) the
2 name and address of the legal entity that is the Defendant, and (9) all applicable hourly rates in
3 effect during the pay period and the corresponding number of hours worked at each hourly rate by
4 the employee.”

5 60. Since the implementation of the Workday payroll system on July 1, 2022, Plaintiffs
6 and all aggrieved employees have experienced widespread pay disparities, including but not limited
7 to (1) payment of incorrect wage rates, (2) missing work hours from paychecks, (3) missing or late
8 paychecks, (4) absent or incorrect overtime wages, (5) incorrect wage deductions or
9 withholdings, (6) reductions from PTO or reduced census banks, including 2022 COVID-19
10 Supplemental Paid Sick Leave, (7) unpaid bonuses or per diems, and (8) absent or incorrect wage
11 rates for various types of premium pay, including shift differentials.

12 61. Defendant failed to provide timely, accurate, itemized wage statements to Plaintiffs
13 and aggrieved employees in accordance with Labor Code Section 226(a) for multiple pay periods
14 following the implementation of the Workday payroll system. The wage statements provided to
15 Plaintiff’s and aggrieved employees have not accurately reflected the amounts of available sick
16 leave, wage rates, total hours worked, net wages earned, deductions and withholdings, and fringe
17 benefits.

18 62. Such failures caused by Workday have resulted in significant disruption and
19 annoyance for Defendant’s employees. Plaintiffs have been unable to rely on the accuracy of their
20 PTO banks and census banks. Defendant’s employees have spent significant time reviewing their
21 paystubs, attempting to confirm the accuracy of their pay, explaining to Defendant’s representatives
22 the various discrepancies in their pay, and activating their Union Labor Representatives to assist in
23 sorting out the errors.

24 63. Defendant issued and maintained inaccurate wage statements and records across
25 multiple pay periods. Defendant is liable for civil penalties pursuant to Labor Code Sections 226.3,
26 226(e), and 2699 et seq.

27 64. Plaintiffs bring this claim on behalf of themselves and the proposed class.

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1 **SIXTH CLAIM FOR RELIEF**

2 **Violation of the Private Attorneys General Act (“PAGA”)**

3 (California Labor Code § 2698 *et seq*)

4 65. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
5 incorporate said paragraphs herein by reference.

6 66. Plaintiffs seek to recover the PAGA civil penalties through a representative action
7 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th
8 969. Therefore, class certification of the PAGA claims brought herein is not required.

9 67. Plaintiffs are “aggrieved employees” under PAGA, as they are employed by
10 Defendant currently or were employed by Defendant during the applicable statutory period.
11 Plaintiffs suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs
12 seek to recover on behalf of themselves and all other current and former aggrieved employees of
13 Defendant, the civil penalties provided by PAGA and the California Labor Code, plus reasonable
14 attorneys’ fees, and costs.

15 68. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor
16 Code provisions:

17 69. Failure to Keep Accurate Payroll Records (Cal. Labor Code §§ 558, 226(3)(f),
18 1174(d), 1174.5; Cal. Code Regs. tit. 8, § 11050)

19 70. Unlawful Failure to Pay Wages (Cal. Labor Code § 204, 222, 223, 225.5, 218.6,
20 218.5, 510, 1194, 1194.2, 1198)

21 71. Failure to Timely Pay Wages (Cal. Labor Code §§ 204, 210, 222, 223, 225.5, 218.6,
22 218.5)

23 72. Failure to Provide Accurate, Itemized Wage Statements (Cal. Labor Code §§ 226(a),
24 226(e), 226.3)

25 73. With respect to violations of Labor Code Section 1174(d), Labor Code Section
26 1174.5 provides a civil penalty of \$500 for the employer who fails to maintain accurate and
27 complete records as required by Section 1174(d). Labor Code 226(3)(f) entitles a current or former
28 employee to recover a \$750 penalty from the employer when the employer fails to permit the

1 employee to inspect or receive a copy of payroll records. With respect to violations of Industrial
2 Welfare Commission Wage Order No. 5, codified at California Code Regs. tit. 8 § 11050, Labor
3 Code Section 558 provides a penalty of \$50 for each underpaid employee for each pay period for
4 which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages.
5 For each subsequent violation, the civil penalty is \$100 for each underpaid employee for each pay
6 period for which the employee was underpaid.

7 74. With respect to violations of Labor Code Sections 222 and 223, which make it
8 unlawful to withhold any part of the agreed-upon wage or pay the designated wage scale, Labor
9 Code Section 225.5 provides a civil penalty of \$100 for each failure to pay each employee for an
10 initial violation. Subsequent violations result in a civil penalty of \$200 for each failure to pay each
11 employee, plus 25% of the amount unlawfully withheld.

12 75. In this action brought for the nonpayment of wages, fringe benefits, incorrect
13 deductions and withholdings, Labor Code Section 218.5 provides reasonable attorney's fees and
14 costs to the prevailing party. Labor Code Section 218.6 provides that the court shall award interest
15 on all due and unpaid wages, which shall accrue from the date that the wages were due.

16 76. With respect to violations of Labor Code Section 226(a), Labor Code Section 226.3
17 imposes a civil penalty in addition to any other penalty provided by law of two hundred and fifty
18 dollars (\$250) per aggrieved employee for the first violation and one thousand (\$1000) per
19 aggrieved employee for each subsequent violation of Labor Code Section 226(a). Labor Code
20 226(e) provides fifty dollars (\$50) in damages for the initial pay period in which a violation occurs
21 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
22 exceed four thousand dollars (\$4000).

23 77. Labor Code Section 2699(f)(2) imposes a civil penalty of one hundred dollars (\$100)
24 per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per
25 pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for
26 which a civil penalty is not specifically provided, including Labor Code Section 204 which requires
27 the timely payment of wages.

28 78. At the time of each violation, Defendant employed one or more employees.

1 79. As a result of the above-mentioned wrongful and illegal conduct of Defendant,
2 Plaintiffs and all aggrieved employees are entitled to civil penalties in an amount to be determined
3 at trial, pre-judgment interest, costs, and attorney's fees.

4 80. Plaintiffs have complied with all procedural requirements of Labor Code Section
5 2699.3 prior to filing this Complaint. By the PAGA Notice of Claim filed in January 2023,
6 submitted online to the Labor and Workforce Development Agency ("LWDA") and served by
7 certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the
8 specific Labor Code provisions that the Defendant has violated. The LWDA did not respond to
9 Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted
10 administrative remedies. Pursuant to Labor Code Section 2699.3, Plaintiffs may pursue these PAGA
11 claims in this action on behalf of aggrieved employees and the State of California.

12 81. Plaintiffs bring this claim on behalf of themselves and the proposed class.

13 **SEVENTH CLAIM FOR RELIEF**

14 **Unfair Business Practices in Violation of California Unfair Competition Law ("UCL")**

15 (California Business & Professions Code §§ 17200 *et seq*)

16 82. Plaintiffs reallege each paragraph of this Complaint as though fully set forth herein.

17 83. Business and Professions Code Sections 17200 *et seq.* prohibit unfair competition in
18 the form of any unlawful, unfair, or fraudulent business practice. Business and Professions Code
19 Section 17203 states:

20 Any person who engages, has engaged, or proposes to engage in unfair
21 competition may be enjoined in any court of competent jurisdiction.
22 The court may make such orders or judgments, including the
23 appointment of a receiver, as may be necessary to prevent the use or
24 employment by any person of any practice which constitutes unfair
25 competition, as defined in this chapter, or as may be necessary to
26 restore to any person ... any money or property ... which may have
27 been acquired by means of such unfair competition.

28 84. Defendant Sutter Health has committed and is continuing to commit unlawful
business practices against Plaintiffs as defined by California Business and Professions Code Section
17200, by, among other things, violating provisions of the California Labor Code. Sutter's conduct
as alleged herein has taken place in the course of its business as a health care organization and

1 operator of acute-care hospitals.

2 85. As a result of Defendant Sutter Health's unlawful business practices, Defendant
3 reaped unfair benefits and illegal profits at the expense of Plaintiffs. Plaintiffs have been deprived
4 of earned wages and are entitled to restitution and injunctive relief.

5 86. Plaintiffs bring this claim on behalf of themselves and the proposed class.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE, PLAINTIFFS**, individually and on behalf of the aggrieved employees,
8 prays for judgment against Defendant as follows:

9 1. For an order certifying this action as a class action under California Code of Civil
10 Procedure Section 382;

11 2. For appointment of Plaintiffs as class representatives and their counsel as class
12 counsel;

13 3. For damages, restitution, and other relief on behalf of the class as appropriate.

14 4. An award of liquidated damages and interest on all due and unpaid wages pursuant
15 to Cal. Labor Code § 218.6;

16 5. An award of any unpaid balance of overtime compensation, including interest
17 thereon, pursuant to Cal. Labor Code § 1194;

18 6. For civil penalties as provided under Labor Code §§ 226(e), 226.3 and/or other
19 applicable law;

20 7. For civil penalties of \$750 for each employee for whom the Defendant is unable to
21 provide payroll records due to the implementation of Workday, pursuant to Labor Code §
22 226(3)(f);

23 8. An injunction against any further violations of the California Labor Code, pursuant
24 to Labor Code § 1194.5, including requiring the Defendant to no longer use the Workday payroll
25 software;

26 9. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount
27 to be determined at trial, but at least the jurisdictional amount of this Court;

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1 10. An award of reasonable attorney's fees and costs pursuant California Labor Code §
2 2699(g) and other applicable law;

3 11. Pre-judgment and post-judgment interest as provided by law;

4 12. That the Court declare that Defendant's above-mentioned conduct violates the
5 California Unfair Competition Law; and

6 13. Such other and further relief that the Court may deem just and proper.
7

8 Dated: _____

Respectfully submitted,

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10 _____
Carol A. Igoe
CAROL IGOE LAW, APC

11
12 _____
Nicole J. Daro
Imhotep A. Royster
CALIFORNIA NURSES ASSOCIATION

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14
15 Attorneys for Plaintiffs
16 INGRID RAGOOBAR,
17 AMBER UGARTE, AND
MARKI HENDERSON
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Anne Stewart, declare as follows:

I am the California Nurses Association Assistant Division Director for all Sutter Hospitals and work on behalf of all plaintiffs in this action. I have read the foregoing complaint and know its contents. The matters stated in the foregoing complaint are true of my own knowledge, or are stated on information and belief and I believe them to be true.

Executed on September 2, 2025 in Alameda County, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Anne Stewart
Anne Stewart
Sutter/Acute Care Assistant Division Director
California Nurses Association

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PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within action. My business address is 155 Grand Avenue, Oakland, California 94612. On the date set forth below, I served a true and correct copy of the following document:

SECOND AMENDED VERIFIED COMPLAINT

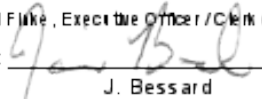
via U.S. Mail and Electronic Mail addressed as follows:

Thomas E. Geidt
Teresa W. Ghali
Amanda M. Osowski
GBG LLP
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E-Mail: tomgeidt@gbgllp.com;
teresaghali@gbgllp.com;
amandaosowski@gbgllp.com

Attorneys for Sutter Health

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on _____, 2026 at Oakland, California.

Vanessa Bonite

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 01/16/2026
PLAINTIFF/PETITIONER: Ingrid Ragoobar et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Sutter Health	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV037410

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Stipulation and Order Joint Stipulation and Proposed Order to Allow Plaintiff to File Second Amended Complaint Conforming With Settlement and Release of Class Action and Paga Claims entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Carol Igoe
caroligoe@caroligoelaw.com

Imhotep Royster
California Nurses Association
iroyster@calnurses.org

Nicole J. Daro
California Nurses Association
ndaro@calnurses.org

Dated: 01/16/2026

Chad Finke, Executive Officer / Clerk of the Court

By:


J. Bessard, Deputy Clerk