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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15
16 **COUNTY OF ORANGE**
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18 HERMINIA R. MARQUEZ, individually, and
19 on behalf of other members of the general
20 public similarly situated and on behalf of other
21 aggrieved employees,

22 Plaintiff,

23 v.

24 CSL BERKSHIRE OPERATING COMPANY
25 LLC, a Delaware Limited Liability Company
26 and DOES 1-20,

27 Defendants.
28

Case No. **30-2025-01518232-CU-OE-CXC**

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT**

1. **FAILURE TO PROVIDE MEAL PERIODS** (Lab. Code §§ 226.7, 512)
2. **FAILURE TO PROVIDE REST PERIODS** (Lab. Code § 226.7)
3. **FAILURE TO PAY REPORTING TIME PAY** (IWC Wage Order)
4. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS** (Lab. Code § 226)
5. **FAILURE TO PAY WAGES TIMELY** (Lab. Code § 204)
6. **FAILURE TO PAY ALL WAGES UPON TERMINATION** (Lab. Code §§ 201-203)
7. **FAILURE TO PAY OVERTIME WAGES** (Lab. Code §§ 510, 1194)
8. **UNLAWFUL BUSINESS PRACTICES** (Bus. & Prof. Code § 17200, *et seq.*)
9. **RETALIATION AND WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE** (Lab. Code §§ 98.6)
10. **DISABILITY DISCRIMINATION IN VIOLATION OF FEHA** (Gov. Code § 12940, *et seq.*)
11. **RETALIATION IN VIOLATION OF CFRA** (Gov. Code § 12945.2)
12. **PAGA PENALTIES PURSUANT TO LABOR CODE § 2698 et seq.**

JURY TRIAL DEMANDED

COMES NOW Plaintiff HERMINIA R. MARQUEZ (“Plaintiff” or “Ms. Marquez”) on behalf of herself, California’s Labor and Workforce Development Agency (“LWDA”), all Aggrieved Employees (as defined below), and all other similarly situated individuals, hereby complains and alleges as follows against Defendant CSL BERKSHIRE OPERATING COMPANY LLC, (“Defendant”), and DOES 1-20 (collectively, “Defendants,”):

I. SUBJECT MATTER JURISDICTION

1. Plaintiff has timely exhausted Plaintiff’s administrative remedies and/or was excused from exhausting administrative remedies with respect to the named defendant(s). On or before the filing of this Complaint, Plaintiff filed a timely administrative complaint with the California Civil Rights Department (“CRD”), Plaintiff has received a Notice of Right to Sue from the CRD for the facts described herein. Attached hereto as “Exhibit 1” is a true and correct copy of the Right to Sue notice.

2. This Court has subject matter jurisdiction over the causes of action alleged in this complaint.

II. PERSONAL JURISDICTION AND VENUE

3. This is a class action brought on behalf of Plaintiff and the class she seeks to represent (“Plaintiff Class” or “Class Members”). The Plaintiff Class consists of all current and former non-exempt employees of Defendant CSL BERKSHIRE OPERATING COMPANY LLC, and DOES 1 through 20, inclusive (collectively, “Defendant”), in the State of California during the Class Period. The term “Class Period” is defined as four (4) years prior to the filing of the original complaint through judgment.

4. This action is also being brought on behalf of Plaintiff, all Aggrieved Employees, the LWDA, and the State of California, on a representative basis pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. (“PAGA”). The “Aggrieved Employees” are defined as all similarly situated, non-exempt, current and/or former employees of Defendant who were employed by Defendant in the State of California during the PAGA Period. The PAGA Period is defined as one (1) year from the submission of Plaintiff’s initial PAGA Notice Letter to the LWDA through the present date and on-going. The PAGA Notice Letter was submitted to

Defendant and the LWDA on October 6, 2025. A true and correct copy of the initial PAGA Notice Letter is attached hereto as “Exhibit 2”.

5. Plaintiff, individually and on behalf of the Class and aggrieved employees, seeks relief against Defendant for its consistent and unlawful practices of violating the applicable Industrial Welfare Commission (“IWC”) Wage Orders, Code of Regulations, and Labor Codes, including: 1) Failure to provide meal periods 2) Failure to provide rest periods 3) Failure to pay reporting time pay 4) Failure to provide accurate wage statements 5) Failure to pay wages timely 6) Failure to pay all wages upon termination 7) Failure to pay overtime wages; and 8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). These violations concern current and past employees of Defendant.

6. Plaintiff, individually and on behalf of the Aggrieved Employees, also seeks PAGA Penalties against Defendant for Defendant's violations of the Labor Code during the PAGA Period, as alleged herein.

7. Plaintiff also brings individual claims for wrongful termination in violation of FEHA and retaliation in violation of the Labor Code based on her unlawful termination by Defendant.

8. At all relevant times herein, Defendant has consistently maintained and enforced against Plaintiff and the Class Members the unlawful policies and practices set forth herein.

9. Venue is proper in this judicial district and the County of Orange, pursuant to the Code of Civil Procedure sections 395, 395.5, and 410.10 because Defendant conducts substantial business in this county and the acts that give rise to the causes of action alleged herein occurred in this county.

10. This Court has personal jurisdiction over Defendant because Defendant is a Delaware limited liability company with its principal place of business in Newport Beach, California, and a substantial portion of the acts and omissions constituting the causes of action alleged herein occurred within the State of California.

11. The California Superior Court has jurisdiction over this matter because the claims herein are based solely on California statutes and law.

III. THE PARTIES

1 12. Plaintiff HERMINIA R. MARQUEZ was employed by Defendant as a non-
2 exempt, hourly Tech in Santa Ana, California, from approximately September 2023 until on or
3 about September 11, 2025. Plaintiff was subjected to Defendant's unlawful wage and hour
4 policies and was ultimately terminated in retaliation for engaging in legally protected activities.
5 Plaintiff was employed by Defendant as a Tech providing care to elderly residents from on or
6 around September 2023 until on or around September 11, 2025, in Santa Ana, California. Plaintiff
7 earned approximately \$22.06 to \$23.06 per hour depending on the shift worked. At all relevant
8 times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position. At all
9 relevant times herein, Plaintiff was entitled to compensation for all hours worked, including
10 minimum, regular, and overtime wages, and meal and rest period premiums. Plaintiff was
11 employed by Defendant within the four (4) years prior to the commencement of this action.
12 Plaintiff worked overtime and earned overtime wages, however, Defendant did not pay all her
13 overtime wages correctly. As a matter of fact, Defendant failed to include her shift differentials
14 and/or bonuses in the adjusted regular rate of pay for the calculation of her overtime wages.

15 13. Each member of the Class and the Aggrieved Employees consists of identifiable,
16 current, and/or former similarly situated persons who were employed by Defendant as non-
17 exempt employees in California during the relevant time periods.

18 14. Defendant CSL BERKSHIRE OPERATING COMPANY LLC is, and at all times
19 herein mentioned was, a Delaware limited liability company that owns and operates residential
20 care facilities for the elderly throughout California under the business name "Clearwater Living."
21 At all relevant times, Defendant was the employer of Plaintiff and the Class Members.

22 15. The true names and capacities of Defendants named herein as DOES 1 through 20,
23 inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names.
24 Plaintiff will amend this complaint to allege their true names and capacities when the same have
25 been ascertained.

26 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
28 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant

1 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
2 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
3 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
4 the conduct described in this complaint.

5 **IV. FACTUAL ALLEGATIONS RELATING TO PLAINTIFF'S INDIVIDUAL** 6 **CLAIMS**

7 17. Plaintiff engaged in multiple legally protected activities. After each instance,
8 Defendant subjected her to adverse employment actions, culminating in her termination.

9 18. Plaintiff took a protected medical leave under the California Family Rights Act
10 ("CFRA") for surgery from approximately January 2025 to March 24, 2025.

11 19. When her return to work date was nearing, Plaintiff requested her work schedule,
12 only to be met with silence.

13 20. Plaintiff filed a complaint with the US Department of Labor. Plaintiff also made
14 good-faith complaints to Human Resources regarding the refusal to reinstate her to her position.

15 21. After filing the complaint, Plaintiff was placed on the schedule. Upon her return
16 from medical leave, Plaintiff's supervisor subjected her to increased hostility and disparate
17 treatment, including assigning her demeaning janitorial duties not required of other Techs such as
18 cleaning walls and removing hair from equipment wheels.

19 22. This retaliatory conduct culminated on or about September 11, 2025, when
20 Defendant terminated Plaintiff's employment under the false pretext of "sleeping" while she was
21 taking one of her 10-minute breaks. Plaintiff was not sleeping. This termination was substantially
22 motivated by her medical leave and her complaints to the Department of Labor and HR.

23 **V. FACTUAL ALLEGATIONS RELATING TO CLASS CLAIMS**

24 23. Plaintiff brings this action on behalf of herself and all other similarly situated
25 employees, as a class action pursuant to Code of Civil Procedure section 382.

26 24. Plaintiff, Aggrieved Employees, and the Class Members are, and at all times
27 relevant herein, have been non-exempt employees within the meaning of the Labor Code and the
28 applicable IWC Wage Orders.

1 25. Defendant's policies and practices described herein are common across
2 Defendant's locations within the State of California.

3 26. Systemic Wage & Hour Violations: Defendant operated under a model of chronic
4 understaffing that created an environment where violations of California's labor laws were routine
5 and inevitable.

6 27. **Meal & Rest Period Violations:** Due to the demanding nature of patient care and
7 lack of adequate staff, Plaintiff, Aggrieved Employees, and Class Members were consistently
8 denied their statutory meal and rest breaks. They were required to work through or delay their
9 breaks to ensure resident safety, yet Defendant failed to pay the required one-hour premium for
10 each missed or late meal and rest break.

11 28. **Reporting Time Pay Violations:** Defendant required employees, including
12 Plaintiff, Aggrieved Employees, and Class Members, to report for their scheduled shifts and then
13 sent them home without providing at least half of their scheduled day's work. On or about
14 September 10, 2025, Plaintiff reported for her scheduled shift and was sent home by her
15 supervisor without being paid her reporting time pay.

16 29. **Overtime/Regular Rate of Pay Miscalculations:** Defendant paid Plaintiff,
17 Aggrieved Employees, and Class Members a night shift differential and other non-discretionary
18 remuneration. However, Defendant failed to pay at the "regular rate of pay" when calculating
19 overtime wages, resulting in a systemic underpayment of overtime. By way of example on her
20 paystub dated February 16, 2024 she was paid a bonus of \$200.00. She worked 18.45 overtime
21 hours. However, her overtime was calculated only at her base rate without taking the bonus into
22 account. A true and correct copy of this statement (with personal information redacted) is attached
23 hereto as Exhibit 3.

24 30. **Inaccurate Wage Statements:** As a direct result of the foregoing violations,
25 Defendant knowingly and intentionally provided Plaintiff, Aggrieved Employees, and Class
26 Members with inaccurate itemized wage statements that failed to show, among other things, the
27 correct regular and overtime rates of pay, the correct gross wages earned, and the premium
28 payments owed for missed meal and rest periods.

1 31. Plaintiff's proposed class consists of and is defined as follows: all individuals who
2 worked for Defendants in a California location as non-exempt employees during the Class Period.

3 32. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend or
4 modify the class description(s) with greater specificity or further division into subclasses or
5 limitation to particular issues.

6 33. Plaintiff seeks to represent Classes composed of and defined as: All non-exempt
7 individuals who are or were employed by Defendant in the State of California during the Class
8 Period and ending when notice to the Class is sent (hereinafter referred to as "Class Members" or
9 the "Class").

10 a. All Class Members who were issued one or more wage statements from Defendant
11 during the Class Period (these individuals may be referred to as "Wage Statement Class
12 Members");

13 b. All Class Members who did not receive their timely ten-minute, duty free rest
14 breaks while working for Defendant during the Class Period (these individuals may be
15 referred to as "Rest Break Class Members");

16 c. All Class Members who did not receive their timely thirty-minute meal break on or
17 before the fifth hour of work while working for Defendant on shifts greater than five hours
18 during the Class Period (these individuals may be referred to as "Meal Break Class
19 Members");

20 d. All Class Members who did not receive reporting time pay, despite their
21 entitlement to it. (these individuals may be referred to as "Reporting Time Class
22 Members");

23 e. All Class Members who did not receive their overtime wages from Defendants
24 during the Class Period (these individuals may be referred to as "Overtime Wage Class
25 Members")

26 f. All Class Members who did not receive their complete wages due at time of
27 separation of employment during the Class Period (these individuals may be referred to as
28 "Waiting Time Class Members")

1 34. This action has been brought and may be maintained as a class action pursuant to
2 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
3 litigation and because the proposed classes are easily ascertained by Defendant's personnel and
4 payroll records, and Plaintiff is a proper representative of the Class:

5 **Numerosity**

6 35. The potential members of the class as defined are so numerous that joinder of all
7 class members is impracticable. While the precise number of the Plaintiff Class is unknown, Plaintiff
8 is informed and believes that Defendant has employed more than 200 non-exempt employees during
9 the Class Period.

10 **Commonality**

11 36. There are common questions of law and fact arising out of Defendant's conduct
12 as described herein, including, but not limited to:

- 13 a) Whether Defendant violated the relevant IWC wage order and Labor
14 Code sections 226.7 and 512 by failing to provide timely, duty-free meal
15 periods to Plaintiff, Aggrieved Employees, and the Class and, if so,
16 whether Defendant failed to properly pay the required one-hour
17 premium for each violation.
- 18 b) Whether Defendant violated the relevant IWC wage order Labor Code
19 section 226.7 by failing to authorize and permit timely, duty-free rest
20 periods for Plaintiff, Aggrieved Employees, and the Class and, if so,
21 whether Defendant failed to properly pay the required one-hour
22 premium for each violation.
- 23 c) Whether Defendant violated the relevant IWC wage order and Labor
24 Code sections 510 and 1194 by failing to properly calculate the regular
25 rate of pay for overtime purposes by not including shift differentials and
26 other remuneration, resulting in the underpayment of overtime wages to
27 Plaintiff, Aggrieved Employees, and the Class.
- 28

- 1 d) Whether Defendant violated IWC Wage Order No. 5 by failing to
2 properly pay reporting time pay to Plaintiff, Aggrieved Employees, and
3 the Class.
- 4 e) Whether Defendant violated the relevant IWC wage order and Labor
5 Code Section 226(a) by failing to provide Plaintiff, Aggrieved
6 Employees, and the Class with accurate, itemized wage statements that
7 reflected all hours worked, correct rates of pay, and premiums owed.
- 8 f) Whether Defendant violated the relevant IWC wage order and Sections
9 201, 202, and 203 of the Labor Code by willfully failing to pay all wages
10 due, including premium pay, to Plaintiff, Aggrieved Employees, and
11 Class Members upon their separation of employment.
- 12 g) Whether Defendant's conduct constitutes unlawful and/or unfair
13 business practices in violation of Business and Professions Code §
14 17200, et seq.
- 15 h) Whether Plaintiff, Aggrieved Employees, and the Class are entitled to
16 restitution and injunctive relief.
- 17 i) Whether Plaintiff, Aggrieved Employees, and the Class are entitled to
18 restitution under Business and Professions Code § 17200;
- 19 j) The proper formula(s) for calculating damages, interest, and restitution
20 owed to Plaintiff, Aggrieved Employees, and the Class Members;
- 21 k) The nature and extent of class-wide damages.

22 **Typicality**

23 37. The claims of Plaintiff are typical of the claims for the Plaintiff Class, all of
24 whom have incurred and/or will incur damages, as a result of Defendant's common course of
25 conduct and common policies and practices. The claims of Plaintiff are typical because
26 Defendant subjected all of its non-exempt employees to the identical violations of the IWC
27 Wage Orders, Code of Regulations, Labor Code, and Business and Professions Code, among
28 other statutes.

1 **Adequacy of Representation**

2 38. Plaintiff will fairly and adequately represent and protect the interests of the
3 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's
4 attorneys are competent, well-versed, and experienced in litigating employment class actions
5 and other complex litigation matters.

6 **Superiority of Class Action**

7 39. Under the facts and circumstances set forth above, a class action is superior to
8 any other method available for the fair and efficient adjudication of the rights of each Class
9 Member in as much as joinder of individual, relatively small claims of Class Members is not
10 practical and if each employee were required to file an individual lawsuit, the corporate
11 defendant would necessarily gain an unconscionable advantage as they would be able to exploit
12 and overwhelm the limited resources of each individual plaintiff. Requiring each Class Member
13 to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees fearful of retaliation and permanent damage to their careers at present and/or
15 subsequent employment. Further, the substantial risk of inconsistent or varying verdicts or
16 adjudications with respect to the individual Class Members against Defendants herein further
17 support class certification. Class treatment provides manageable judicial treatment calculated to
18 bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising
19 out of the conduct of DEFENDANT as to the members of the Class.

20 40. As a direct and proximate result of Defendant's unlawful actions, Plaintiff,
21 Aggrieved Employees, and the Class, have suffered and will continue to suffer damages,
22 including but not limited to lost wages, salary, benefits, and other compensation.

23 **VI. CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 **(Failure to Provide Compliant Meal Periods or Pay Premiums)**

26 **(Cal. Labor Code §§ 226.7, 512)**

27 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

1 41. Plaintiff re-alleges and incorporates by reference each and every allegation set
2 forth in the preceding paragraphs.

3 42. Labor Code §§ 226.7, 512, and the applicable IWC Wage Order, require
4 employers to provide employees with a thirty-minute, uninterrupted, duty-free meal period for
5 work shifts of more than five hours, and provide a second thirty-minute, uninterrupted, duty-
6 free meal period for work shifts of more than ten hours.

7 43. Defendant had a uniform policy and practice of failing to provide Plaintiff,
8 Aggrieved Employees, and Class Members with compliant meal periods due to its business
9 model of understaffing, which resulted in interrupted meal breaks or late meal breaks.

10 44. At all times relevant hereto, Plaintiff, Aggrieved Employees, and the Class have
11 worked shifts of more than five (5) hours in a workday.

12 45. Pursuant to Labor Code section 226.7, Plaintiff, Aggrieved Employees, and the
13 Class are entitled to damages in the amount equal to one (1) hour of wages at their regular rate
14 of pay for each missed meal break, in an amount to be proven at trial

15 46. At varying times relevant hereto, Plaintiff, Aggrieved Employees, and the Class
16 have worked shifts more than ten (10) hours in a workday and were regularly denied a legally
17 compliant second meal period.

18 47. Defendant failed to pay Plaintiff and the Class Members one additional hour of
19 pay at their regular rate of compensation for each workday that a meal period was not provided,
20 as required by Labor Code § 226.7.

21 48. Although Defendant sometimes paid meal penalty premiums, when such “meal
22 penalty” payments were made they were underpaid at an unlawful rate as they were not paid at
23 the regular rate of pay because they did not factor overtime, commissions, bonuses, and other
24 similar payments. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858. For example,
25 Plaintiff received a meal penalty payment in her check dated 8/16/2024. However, the meal
26 penalty was only paid at her base rate of pay, it did not factor in the overtime that she had earned
27 so it was miscalculated. On information and belief Plaintiff, Aggrieved Employees, and the
28 Class suffered this type of underpayment throughout their employment.

49. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the Plaintiff Class, request recovery of meal period compensation which they are owed beginning four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes. Pursuant to Code of Civil Procedure section 1021.5, the California Labor Code, and any other provision of law, Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

(Failure to Provide Compliant Rest Periods Or Pay Premiums)

(Cal. Labor Code § 226.7)

(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)

50. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

51. Labor Code § 226.7 and the applicable Wage Order requires employers to authorize and permit employees to take a ten-minute, duty-free rest period for every four hours worked or major fraction thereof.

52. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Plaintiff, Aggrieved Employees, and the Class consistently worked over four (4) hours per shift with no rest breaks, or otherwise had their rest breaks interrupted or shortened due to Defendant's uniform policies and practices.

53. Defendant failed to reasonably make available rest breaks to Plaintiff and the Class, throughout all relevant time periods due to understaffing.

54. Defendant also failed to pay Plaintiff, Aggrieved Employees, and the Class Members one additional hour of pay at their regular rate of compensation for each workday that a rest period was not provided, as required by Labor Code § 226.7.

1 55. Plaintiff, Aggrieved Employees, and the Class are entitled to damages in an
2 amount equal to one (1) hour of wages per non-compliant rest break, in a sum to be proven at
3 trial. Pursuant to Code of Civil Procedure section 1021.5, the California Labor Code, and any
4 other provision of law, Plaintiff requests the Court award reasonable attorneys' fees and costs
5 incurred by them in this action.

6 **THIRD CAUSE OF ACTION**

7 **(Failure to Pay Reporting Time Pay)**

8 **(IWC Wage Order No. 5-2001, § 5)**

9 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

10 56. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
11 in the preceding paragraphs.

12 57. IWC Wage Order No. 5, Section 5, requires that when an employee is required to
13 report for work but is furnished with less than half of his or her usual or scheduled day's work, the
14 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
15 hours nor more than four hours.

16 58. Defendant had a policy and practice of requiring Aggrieved Employees, the Class,
17 and Plaintiff, to report for their scheduled shifts and then sending them home without work and
18 without paying the required reporting time pay. As a result, Defendant has failed to pay all wages
19 due.

20 59. Plaintiff, Aggrieved Employees, and the Class are entitled to damages between two
21 (2) to four (4) hours of wages per failure to comply with IWC Wage Order No. 5, in a sum to be
22 proven at trial. Pursuant to Code of Civil Procedure section 1021.5, the California Labor Code,
23 and any other provision of law, Plaintiff requests the Court award reasonable attorneys' fees and
24 costs incurred by them in this action.

25 **FOURTH CAUSE OF ACTION**

26 **(Failure to Provide Accurate Itemized Wage Statements)**

27 **(Cal. Labor Code § 226)**

28 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

1 60. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
2 in the preceding paragraphs.

3 61. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage
4 Orders provide that employers must keep records and provide employees with itemized wage
5 statements showing all hours worked and each applicable rate of pay in effect during the pay
6 period with the corresponding number of hours worked at each hourly rate.

7 62. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
8 location in California or at the plant or establishment at which the employee is employed, payroll
9 records showing the hours worked daily, and the wages paid to each employee. Labor Code section
10 226, subdivision (a), requires an employer to provide employees—either as a detachable part of the
11 check, draft, or voucher paying the employee’s wages, or separately when wages are paid by
12 personal check or cash—an accurate itemized wage statement in writing, including specified
13 information, including, but not limited to: “(1) gross wages earned; (2) total hours worked . . . (5) net
14 wages earned... and (9) all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.”

16 63. Labor Code section 226, subdivision (e), provides that if an employer knowingly
17 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
18 the total hours worked by the employee and the applicable hourly overtime rates, causing the
19 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
20 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
21 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
22 Defendant willfully failed to make or keep accurate records for Plaintiff, Aggrieved Employees,
23 and the Class.

24 64. The IWC Wage Orders require that every employer shall keep accurate information
25 with respect to each employee, including, but not limited to, time records showing the total daily
26 hours worked by each employee, the total hours worked in each payroll period, and applicable
27 rates of pay. Plaintiff is informed and believes that Defendant willfully and intentionally failed to
28 make and/or keep records which accurately reflect the hours worked by Plaintiff, Aggrieved

1 Employees, and the Class. Specifically, Plaintiff believes that Defendant's records fail to include,
2 inter alia: (1) actual hours worked; (2) total hours worked; (3) number of hours worked at each
3 hourly rate; (4) gross wages earned; (5) net wages earned; (6) premium wages earned per pay
4 period; and (7) the entity's legal name and address.

5 65. An employee is deemed to suffer injury if the employer fails to provide an accurate
6 wage statement containing all of the required information set forth in Labor Code section 226,
7 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
8 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
9 employees to determine whether they were paid all wages due without complicated calculations
10 and/or reconstruction of records required to be maintained by the employer.

11 66. For each employee suffering an injury as a result of Defendant's knowing and
12 intentional failure to provide an accurate, itemized wage statement, the employee is entitled to
13 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which a
14 violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a
15 subsequent pay period.

16 67. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 failure to keep and maintain accurate records and information and provide to Plaintiff, Aggrieved
18 Employees, and the Class, accurate itemized wage statements, as described above, was knowing
19 and intentional, and thus Plaintiff, Aggrieved Employees, and the Class, are entitled to statutory
20 penalties for each pay period in which a violation occurred. Plaintiff further seeks recovery of
21 attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and as otherwise
22 permitted by law.

23 **FIFTH CAUSE OF ACTION**

24 **(Failure to Pay Wages Timely During Employment)**

25 **(Cal. Labor Code § 204)**

26 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

27 68. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
28 in the preceding paragraphs.

1 69. Labor Code section 204 expressly requires that “[a]ll wages...earned by any person
2 in any employment are due and payable twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays.”

4 70. Premium pay constitutes “wages”, as that term is used in the Labor Code. *Naranjo*
5 *v. Spectrum Security Services, Inc.* (2022), 13 Cal. 5th 93, 118 (premium pay is fairly understood
6 as falling within the Labor Code’s general definition of wages).

7 71. Due to Defendant’s failure to pay Plaintiff, Aggrieved Employees, and the Class
8 their correct and adjusted rate of pay, including but not limited to all meal and rest break period
9 premiums owed, Defendant violated Labor Code section 204 by failing to pay all wages due
10 within seven (7) days of the close of the payroll period on a regular and consistent basis. See
11 *Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at *3-5 (N.D.
12 Cal. May 2, 2016) (finding a failure to pay rest period premiums can support claims under Labor
13 Code section 203 and 204).

14 72. Industrial Welfare Commission (“IWC”) Wage Order requires that every employer
15 keep accurate information with respect to each employee, including time records showing when
16 each employee begins and ends each work period, the total daily hours worked by each employee
17 and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed
18 and believes that Defendant willfully and intentionally failed to make and/or keep records which
19 accurately reflect the hours and wages worked by Plaintiff, Aggrieved Employees, and the Class.
20 Specifically, Plaintiff believes that Defendant’s records do not accurately reflect the wages owed
21 in the form of the lawful minimum wage and statutory premiums for non-compliant meal and rest
22 periods. Additionally, Plaintiff believes Defendant knowingly and willingly altered and modified
23 Plaintiff’s, Aggrieved Employees, and the Class’ timesheets to avoid paying overtime wages and
24 to avoid being subjected to meal break penalties.

25 73. As described above, Plaintiff is informed and believes that Defendant willfully
26 failed to make or keep accurate records for Plaintiff, Aggrieved Employees, and the Class by
27 failing to pay all wages owed.

28 74. Plaintiff is informed and believes that Defendant’s failure to keep and maintain

1 accurate records and information and to provide Plaintiff, Aggrieved Employees, and the Class, as
2 described above, was knowing and intentional, and thus Plaintiff, Aggrieved Employees, and the
3 Class are entitled to statutory penalties for each pay period in which a violation occurred. As such,
4 Plaintiff seeks penalties under Labor Code section 226, subdivision (e). Plaintiff further seeks
5 recovery of attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and as
6 otherwise permitted by law.

7 75. By failing to pay owed meal and rest period premiums and correct overtime wages
8 on the paydays for the periods in which they were earned, Defendant engaged in a practice of
9 untimely wage payments, causing injury to Plaintiff and the Class.

10 **SIXTH CAUSE OF ACTION**

11 **(Failure to Pay All Wages Upon Termination - Waiting Time Penalties)**

12 **(Cal. Labor Code §§ 201-203)**

13 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

14 76. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
15 in the preceding paragraphs.

16 77. Plaintiff is informed and believes, and thereon alleges, that as part of Defendant's
17 ongoing unfair business practices, Defendant failed to pay all employees all wages earned during
18 their employment at the time of their separation in violation of Labor Code sections 201 and 202.

19 78. Labor Code section 201 provides that an employer is required to pay an employee
20 whose employment is terminated by the employer all wages earned and unpaid immediately upon
21 termination.

22 79. Labor Code section 202 requires an employer pay to an employee who quits his or
23 her or her employment, all wages earned and unpaid no later than seventy-two (72) hours
24 thereafter.

25 80. Labor Code section 203 provides that if an employer fails to pay all wages earned
26 and due to an employee who is discharged or who quits within the timeframe set forth in sections
27 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same
28 rate of pay until paid, but not more than thirty (30) days. In other words, the employer owes the

1 employee his or her daily rate of pay at their regular rate of pay for each day the full amount of
2 unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

3 81. Plaintiff and certain members of the Class were terminated during the relevant
4 timeframes without being paid the proper payments as described herein. Accordingly, they are
5 entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

6 **SEVENTH CAUSE OF ACTION**

7 **(Failure to Pay Overtime Wages)**

8 **(Cal. Labor Code §§ 510, 1194)**

9 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

10 82. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
11 in the preceding paragraphs.

12 83. Labor Code §§ 510 and 1194 require employers to pay overtime compensation at a
13 rate of at least 1.5 times the employee's "regular rate of pay." The regular rate of pay must include
14 all forms of remuneration, including shift differentials.

15 84. Defendant had a uniform policy and practice of failing to include night shift
16 differentials, bonuses, and other non-discretionary payments in the regular rate of pay when
17 calculating overtime for Plaintiff and the Class, resulting in the underpayment of overtime wages.

18 85. Pursuant to Code of Civil Procedure section 1021.5, the California Labor Code, and
19 any other provision of law, Plaintiff requests the Court award reasonable attorneys' fees and costs
20 incurred by them in this action.

21 **EIGHTH CAUSE OF ACTION**

22 **(Unlawful Business Practices)**

23 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

24 **(On Behalf of Plaintiff and the Class Against Defendant and DOES 1-10)**

25 86. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
26 in the preceding paragraphs.

27 87. Defendant's policies and practices, as alleged herein, constitute unlawful and unfair
28 business practices within the meaning of Business & Professions Code § 17200. These practices

1 include, but are not limited to, the violations of the Labor Code sections cited above.

2 88. As a direct result of these unlawful practices, Plaintiff and the Class have suffered
3 injury in fact and have lost money in the form of unpaid wages and premiums. Plaintiff, on behalf
4 of the Class, seeks restitution of all unlawfully withheld wages and an injunction to prevent
5 Defendant from continuing these practices.

6 **NINTH CAUSE OF ACTION**

7 **(Retaliation and Wrongful Termination in Violation of Labor Code)**

8 **(Cal. Labor Code § 98.6 and Common Law)**

9 **(On Behalf of Plaintiff Against Defendant and DOES 1-10)**

10 89. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
11 in the preceding paragraphs.

12 90. Labor Code § 98.6 prohibits employers from discharging or otherwise
13 discriminating against an employee for filing a complaint or claim with the Labor Commissioner.

14 91. Plaintiff engaged in protected activity under § 98.6 when she filed a complaint with
15 the US Department of Labor about Defendant in or around March 2025.

16 92. As a direct and proximate result of this protected activity, Defendant subjected
17 Plaintiff to adverse employment actions, including hostility from her supervisor and, ultimately,
18 the termination of her employment.

19 93. Plaintiff's termination was in violation of fundamental public policies of the State
20 of California, including, but not limited to: Labor Code § 98.6, FEHA, CFRA and other causes of
21 action.

22 94. Plaintiff has suffered damages, including lost wages and emotional distress.

23 95. Plaintiff prays for relief as set forth below, including recovery of lost wages,
24 damages, interest, and civil penalties of up to \$10,000 per violation of Labor Code section 98.6, as
25 well as reasonable attorney's fees and costs of suit as provided for by California law.

26 96. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
27 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
28

1 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
2 including under Civil Code 3294, in an amount to be proven.

3 **TENTH CAUSE OF ACTION**

4 **(Disability Discrimination in Violation of FEHA)**

5 **(Cal. Gov. Code § 12940, *et seq.*)**

6 **(On Behalf of Plaintiff Against Defendant and DOES 1-10)**

7 97. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
8 in the preceding paragraphs.

9 98. The California Fair Employment and Housing Act (“FEHA”) prohibits
10 discrimination against an employee on the basis of a medical condition or physical disability.

11 99. Plaintiff, due to her need for a surgery and recovery period thereafter, was disabled
12 and/or was regarded by Defendant as being disabled.

13 100. Defendant subjected Plaintiff to adverse employment actions, including a hostile
14 work environment and termination, and her disability and/or medical condition was a substantial
15 motivating reason for Defendant’s actions. Plaintiff has suffered damages as a direct and
16 proximate result.

17 101. As a direct and proximate result of Defendant’s discriminatory conduct, Plaintiff
18 has suffered and continues to suffer from emotional distress and other non-economic damages in
19 an amount to be proven at trial. Plaintiff is also entitled to an award of attorneys’ fees and costs
20 pursuant to Government Code § 12965.

21 **ELEVENTH CAUSE OF ACTION**

22 **(Retaliation in Violation of CFRA)**

23 **(Cal. Gov. Code § 12945.2)**

24 **(On Behalf of Plaintiff Against Defendant and DOES 1-10)**

25 102. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
26 in the preceding paragraphs.

27 103. The California Family Rights Act (“CFRA”) prohibits employers from interfering
28 with an employee's right to take protected medical leave and from retaliating against an employee

1 for doing so.

2 104. Plaintiff provided proper notice to Defendant and exercised her right to take
3 protected medical leave under CFRA from approximately January 2025 to March 2025.

4 105. Upon her return, and as a direct and proximate result of her taking protected CFRA
5 leave, Defendant subjected Plaintiff to adverse employment actions, including attempting to deny
6 reinstatement to her position, subjecting her to a hostile work environment, and ultimately
7 terminating her employment.

8 106. As a direct and proximate result of Defendant's retaliation in violation of CFRA,
9 Plaintiff has suffered and continues to suffer damages, including but not limited to, lost wages,
10 benefits, and other compensation, as well as emotional distress, all in an amount according to
11 proof at trial.

12 107. Due to Defendants' violation of law, Plaintiff is entitled to recover her reasonable
13 attorneys' fees and costs of suit.

14 108. Defendants' wrongful conduct was malicious, oppressive, fraudulent, despicable
15 and not to be tolerated by civilized society and was known, authorized, ratified and/or perpetrated
16 by its managing agents, entitling Plaintiff to an award of punitive and exemplary damages,
17 including under Civil Code 3294, in an amount to be proven.

18 **TWELFTH CAUSE OF ACTION**

19 **(PAGA Penalties)**

20 **(Labor Code § 2698 et seq.)**

21 **(On Behalf of Plaintiff and the Aggrieved Employees against Defendant and DOES 1-10)**

22 109. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
23 in the preceding paragraphs.

24 110. Plaintiff brings this claim individually and on behalf of all Aggrieved Employees.

25 111. Plaintiff and all current and former employees who were employed by Defendant
26 during the PAGA Period are "Aggrieved Employees" under PAGA, as they suffered the Labor
27 Code violations alleged herein. Plaintiff was employed by Defendant during the one year
28 preceding the submission of her initial PAGA Notice Letter to the LWDA, which was submitted

1 on October 6, 2025. As such, she seeks to recover, on behalf of herself and all other Aggrieved
2 Employees of Defendant, the civil penalties provided by PAGA.

3 112. Plaintiff has exhausted her administrative remedies. On October 6, 2025, Plaintiff
4 gave written notice by online filing with the LWDA and by certified mail to Defendant of the
5 specific provisions of the California Labor Code alleged to have been violated, including the facts
6 and theories to support the violations. More than 65 days have passed since the postmark date of
7 the notice, and the LWDA has not provided notice of its intention to investigate.

8 113. Plaintiff seeks PAGA penalties for violations of the following Labor Code sections
9 and IWC Wage Order No. 5 provisions, as detailed in her PAGA notice and restated below:

10 114. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512): Defendant failed to
11 provide timely, duty-free meal periods to Plaintiff and Aggrieved Employees for shifts over five
12 and ten hours and failed to pay the required one-hour premium or failed to pay the one-hour
13 premium at the regular rate of pay.

14 115. Failure to Provide Rest Periods (Labor Code § 226.7): Defendant failed to
15 authorize and permit paid 10-minute rest breaks for every four hours worked and failed to properly
16 pay the required one-hour premium.

17 116. Late Payment of Regular Wages (Labor Code § 204): Defendant failed to pay all
18 wages earned on the designated payday.

19 117. Failure to Pay Overtime at the Correct Regular Rate of Pay (Labor Code §§ 510,
20 1194): Defendant failed to include all remuneration, such as shift differentials and non-
21 discretionary bonuses, in the regular rate of pay for overtime purposes.

22 118. Failure to Pay Reporting Time Pay (IWC Wage Order No. 5-2001, § 5): Defendant
23 failed to pay reporting time wages when employees reported for scheduled shifts but were
24 furnished with less than half the scheduled day's work.

25 119. Failure to Pay All Wages Due at Termination and Waiting Time Penalties (Labor
26 Code §§ 201, 202, 203): Defendant willfully failed to pay all wages due upon termination in a
27 timely manner.

28 120. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226):

1 Defendant failed to provide wage statements accurately reflecting all hours worked, gross and net
2 wages, and premium payments.

3 121. Failure to Maintain Accurate Payroll Records (Labor Code § 1174(d)): Defendant
4 failed to keep complete and accurate records of hours worked and wages paid.

5 122. Retaliation (Labor Code §§ 98.6 and 1102.5): Defendant retaliated against Plaintiff
6 and other aggrieved employees for engaging in protected activity.

7 123. Under Labor Code sections 2699(f)(2) and 2699.5, for each such violation, Plaintiff
8 and all other Aggrieved Employees are entitled to penalties in an amount to be proven at the time
9 of trial subject to the following formula: \$100 for the initial violation per employee per pay
10 period; and \$200 for each subsequent violation per employee per pay period.

11 124. These penalties will be allocated 75% to the LWDA and 25% to the Aggrieved
12 Employees.

13 125. The Aggrieved Employees are all individuals who work or worked for Defendant
14 as hourly-paid, non-exempt employees in California during the PAGA Period. These employees
15 were subject to the aforementioned Labor Code violations during the PAGA Period.

16 126. Defendant failed to provide Plaintiff and all Aggrieved Employees with accurate
17 itemized wage statements in compliance with Labor Code section 226(a). Labor Code section
18 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject
19 to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in
20 an initial violation and one thousand dollars (\$1,000) per employee for each violation in a
21 subsequent citation, for which the employer fails to provide the employee a wage deduction
22 statement or fails to keep the required records in subdivision (a) of Section 226.” See also *Raines*
23 *v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal. App. 5th 667, 674–675.

24 127. Further, Plaintiff, as an Aggrieved Employee, need not demonstrate or prove that
25 Defendant’s conduct in refusing to provide accurate and itemized wage statements was knowing,
26 intentional, or willful. See *Lopez v. Friant & Assocs., LLC* (2017) 15 Cal. App. 5th 773, 788.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and

severally, as follows:

1. On behalf of the Class:

- A. That the Court certify the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the Class as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B. An order temporarily, preliminarily and permanently enjoining and restraining Defendant from engaging in similar unlawful conduct as set forth herein;
- C. An order requiring Defendant to pay all wages, premiums, and sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the Class; and,
- D. Restitutionary disgorgement of Defendant's ill-gotten gains into a fluid fund for restitution of the sums incidental to Defendant's violations due to PLAINTIFF and to the other members of the Class.
- E. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to Plaintiff and the other members of the Class; plus interest thereon at the statutory rate;
- F. The wages of all terminated Class members as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;
- G. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order; and,
- H. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the Class for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);
- I. An award of interest, including prejudgment interest at the legal rate;
- J. Such other and further relief as the Court deems appropriate or equitable; and,
- K. An award of penalties, attorneys' fees and cost of suit, as allowable under the law

including but not limited to Labor Code § 226.

2) On behalf of Aggrieved Employees:

- A. Civil penalties for each violation of the Labor Code including but not limited to sections 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 1102.5, 1174(d), 1194, 2698 *et seq.* and the relevant IWC Wage Orders including but not limited to No. 5-2001, § 5;
- B. Reasonable attorneys' fees and costs, pursuant to Labor Code section 2699(g); CCP section 1021.5;
- D. Any other statutory basis or pursuant to the California Rules of Court;
- E. Interest as allowed by law;
- F. An order directing Defendant to take such affirmative steps as may be necessary and appropriate to correct the effect of its past unlawful acts and practices; and
- E. For all such other and further relief as the Court may deem just and proper.

3) For Plaintiff's individual claims:

- A. For economic damages, including past and future lost wages and medical expenses, in an amount to be proven;
- B. For non-economic damages, including for past and future emotional distress, in an amount to be proven;
- C. For punitive and exemplary damages, including under Civil Code § 3294, in and amount to be proven;
- D. For statutory damages and civil penalties, including under Labor Code §§ 98.6;
- E. For injunctive relief;
- F. For prejudgment interest;
- G. For costs of suit in an amount to be proven;
- H. For reasonable attorneys' fees, including litigation assistant fees, in an amount to be proven;
- I. For such other and further relief as the court deems just and proper.

1 Dated: December 11, 2025

WORKERS RIGHTS LAW FIRM, APC
MICHAEL A. CARLIN

2
3
4 By:


Attorneys for Plaintiff,
HERMINIA R. MARQUEZ

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DEMAND FOR JURY TRIAL

Plaintiff HERMINIA R. MARQUEZ, on behalf of herself and all Class Members, hereby
demands trial by jury of her claims against Defendant.

Dated: December 11, 2025

WORKERS RIGHTS LAW FIRM, APC
MICHAEL A. CARLIN

By: 

Attorneys for Plaintiff,
HERMINIA R. MARQUEZ

Exhibit 1



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 12, 2025

Herminia Marquez

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202510-31680212

Right to Sue: Marquez / CSL Berkshire Operating Company LLC dba Clear Water Living

Dear Herminia Marquez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 12, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Herminia Marquez

CRD No. 202510-31680212

Complainant,

vs.

CSL Berkshire Operating Company LLC dba Clear
Water Living
5000 Birch St, Ste 400
Newport Beach, CA 92660

Respondents

1. Respondent CSL Berkshire Operating Company LLC dba Clear Water Living is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant Herminia Marquez, resides in the City of , State of .

3. Complainant alleges that on or about **September 11, 2025**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, reprimanded, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation and as a result was terminated, reprimanded, given additional work responsibilities or assignments.

Additional Complaint Details: Herminia R. Marquez ("Complainant") engaged in multiple legally protected activities while employed by of CSL Berkshire Operating Company LLC,

1 dba Clearwater Living ("Respondent"). After each instance, Respondent subjected her to
adverse employment actions, culminating in her termination.
2 Complainant took a protected medical leave under the California Family Rights Act ("CFRA")
for surgery from approximately January 2025 to March 24, 2025.
3 When her return to work date was nearing, Complainant requested her work schedule, only
to be met with silence.
4 Complainant filed a complaint with the US Department of Labor. Complainant also made
5 good-faith complaints to Human Resources regarding the refusal to reinstate her to her
position.
6 After filing the complaint, Complainant was placed on the schedule. Upon her return from
medical leave, Complainant's supervisor subjected her to increased hostility and disparate
7 treatment, including assigning her demeaning janitorial duties not required of other Techs
such as cleaning walls and removing hair from equipment wheels.
8 This retaliatory conduct culminated on or about September 11, 2025, when Respondent
terminated Complainant's employment under the false pretext of "sleeping" while she was
9 taking one of her 10-minute breaks. Complainant was not sleeping. This termination was
substantially motivated by her medical leave and her complaints to the Department of Labor
10 and HR.

1 VERIFICATION

2 I, **Michael Carlin**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On October 12, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Pasadena, California**

Exhibit 2

October 6, 2025

VIA LWDA ONLINE FILING PORTAL

Labor & Workforce Development Agency
1515 S. Broadway, Suite 400
Los Angeles, CA 90015

VIA CERTIFIED MAIL RETURN RECIEPT REQUESTED

CSL Berkshire Operating Company LLC
c/o Anthony Ferrero
5000 Birch St, Ste 400
Newport Beach, CA 92660

**Re: Notice of Intent to File Suit For Labor Code Violations Pursuant to the Private Attorneys General Act of 2004 (Labor Code § 2699.3)
*Herminia Marquez v. CSL Berkshire Operating Company LLC***

This letter constitutes notice under the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2699, *et seq.*, on behalf of my client, Herminia (“Rose”) Marquez, and all other current and former aggrieved employees of CSL Berkshire Operating Company LLC, dba Clearwater Living (“Clearwater Living” or “Employer”).

Ms. Marquez is an “aggrieved employee” as defined in Labor Code § 2699(c). This notice is being provided to the Labor and Workforce Development Agency (“LWDA”) and contemporaneously to the Employer.

I. Factual Background

Ms. Marquez was employed by Clearwater Living as a non-exempt, hourly Med Tech and Care Partner from approximately August 22, 2023 until her retaliatory termination on or about September 11, 2025.

Throughout her employment, Clearwater Living operated under a model of understaffing. This created an environment where Clearwater Living implemented policies and practices that routinely violated the California Labor Code. Due to the demanding nature of patient care and lack of adequate staff, Ms. Marquez and other aggrieved employees were consistently denied their statutory meal and rest breaks. They were required to work through or delay their breaks to ensure resident safety, yet Clearwater Living failed to pay the required one-hour premium for each missed or late meal and rest break.

Furthermore, Clearwater Living's timekeeping and payroll practices were consistently flawed, resulting in significant discrepancies between hours recorded on timecards and wages paid on pay stubs. These practices resulted in the failure to pay all wages owed in a timely manner. This conduct culminated in Ms. Marquez's retaliatory termination. Ms. Marquez engaged in legally protected activities, including filing a complaint with the US Department of Labor in or around March 2025. Shortly thereafter, on September 10, 2025, Ms. Marquez was summarily terminated under the pretext of "sleeping on the job" after she was observed resting her eyes during a 10-minute break she had been forced to delay due to work demands. Upon her termination, Clearwater Living failed to pay Ms. Marquez all wages due in a timely manner.

II. Aggrieved Employees

The aggrieved employees covered by this notice include Ms. Marquez and all current and former non-exempt, hourly-paid employees who worked for CSL BERKSHIRE OPERATING COMPANY LLC in California at any time during the applicable statutory period. This includes, but is not limited to, techs, nurses, clinical coordinators, and other clinical and non-clinical support staff.

III. Facts and Citations Re Employer's Violations of the California Labor Code and IWC Wage Order 5

The labor code violations which Ms. Marquez and the aggrieved employees experienced are as follows:

- **Failure to Provide Meal Periods (Labor Code §§ 226.7, 512):** Due to chronic understaffing and work demands, Clearwater Living had a policy and practice of requiring employees to work shifts of over five hours without providing a timely 30-minute meal period, and shifts of over ten hours without providing a second meal period. Clearwater Living failed to pay the required one-hour premium for these violations.
- **Failure to Provide Rest Periods (Labor Code § 226.7):** Clearwater Living's staffing levels and work demands made it impossible for employees to take their paid 10-minute rest breaks for every four hours worked. Clearwater Living failed to pay the required one-hour premium for each workday a rest period was missed.
- **Late Payment of Regular Wages (Labor Code § 204):** Clearwater Living had a pattern of failing to accurately pay all wages earned on the designated payday, resulting in late payments to employees.
- **Failure to Pay Overtime at the Correct Regular Rate of Pay (Labor Code §§ 510, 1194):** On information and belief, Clear Water failed to properly calculate and pay all earned overtime compensation. The Employer paid employees, including Ms. Marquez, different hourly rates and non-discretionary payments such as night shift differentials but failed to correctly calculate the regular rate of pay for overtime purposes by not including all remuneration in the calculation. This resulted in the systemic underpayment of overtime wages.
- **Failure to Pay Reporting Time Pay (IWC Wage Order No. 5-2001, § 5):** Clear Water had a practice of failing to pay reporting time wages to employees, including Ms. Marquez, who reported to their scheduled shifts but were sent home without being permitted to work at least half of their scheduled hours.

- **Failure to Pay All Wages Due at Termination and Waiting Time Penalties (Labor Code §§ 201, 202, 203):** Clearwater Living willfully failed to pay Ms. Marquez all of her earned wages, including her final hours and premium pay, in a timely manner upon her termination. This failure triggers waiting time penalties of up to 30 days of pay.
- **Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226):** As a direct result of the violations above, Clearwater Living knowingly and intentionally provided employees with wage statements that did not accurately reflect all hours worked, the correct gross and net wages earned, or the premium payments owed for missed meal and rest periods.
- **Failure to Maintain Accurate Payroll Records (Labor Code § 1174(d)):** The significant and recurring discrepancies between time records and pay stubs are evidence that Clearwater Living failed its duty to keep complete and accurate records of hours worked and wages paid for its employees.
- **Retaliation in Violation of Labor Code §§ 98.6 and 1102.5:** Clearwater Living retaliated against Ms. Marquez for her protected activity of making internal and external complaints about wage and hour violations and other violations of law. Clearwater Living terminated her employment because she was a whistleblower, in violation of §§ 98.6 and 1102.5.

Clearwater Living is now subject to civil penalties under the Private Attorneys General Act for each of the Labor Code violations outlined above, for each aggrieved employee, for each pay period the violations occurred. In addition to civil penalties, aggrieved employees may seek:

- Restitution for unpaid wages, unreimbursed expenses, and other monetary damages suffered by aggrieved employees.
- Any and all other legal or equitable relief as may be available under PAGA and other applicable laws.

This notice is being sent to allow the Labor and Workforce Development Agency the opportunity to investigate the violations alleged herein. If the LWDA does not intend to investigate this matter within 65 calendar days from the postmark date of this notice, Ms. Marquez intends to initiate a civil action under PAGA to recover the civil penalties provided by law on behalf of the State of California and all aggrieved employees.

We reserve the right to amend this notice to include additional facts, legal theories, and Labor Code violations as they become known through further investigation and discovery.

Please feel free to contact me if you have any questions.

Sincerely,

WORKERS RIGHTS LAW FIRM, APC



Michael A. Carlin

Exhibit 3

Earnings Statement

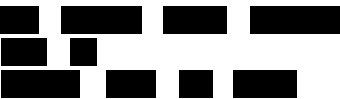


CSL BERKSHIRE OPERATING COMPANY LLC
5000 BIRCH ST STE 400
NEWPORT BEACH, CA 92660

Period Beginning: 01/28/2024
Period Ending: 02/10/2024
Pay Date: 02/16/2024

Filing Status: Head of household
Exemptions/Allowances:
Federal: Standard Withholding Table

HERMINIA R. MARQUEZ



Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	21.0000	80.00	1,680.00	6,828.90
Overtime	31.5000	18.45	581.18	1,026.40
Bonus			200.00	450.00
Meal Penalty	21.0000	2.00	42.00	
Holiday				328.00
Gross Pay			\$2,503.18	8,675.30

Other Benefits and Information	this period	total to date
Elig Comp	2,503.18	8,675.30
Sick Available	24.29	
Vacation Avail	36.96	
Totl Hrs Worked	100.45	

Important Notes

COMPANY PH#:(727) 803-1800

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 2(Head of Household)

Deductions	Statutory	
	Federal Income Tax	-32.73
	Social Security Tax	-155.20
	Medicare Tax	-36.29
	CA State Income Tax	-29.20
	CA SDI Tax	-27.54
	Other	
	IPY	-200.00
Net Pay	\$2,022.22	
Checking 1	-2,022.22	
Net Check	\$0.00	

Your federal taxable wages this period are
\$2,503.18

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CSL BERKSHIRE OPERATING COMPANY LLC
5000 BIRCH ST STE 400
NEWPORT BEACH, CA 92660

Advice number: 00000070067
Pay date: 02/16/2024

Deposited to the account of	account number	transit ABA	amount
HERMINIA R. MARQUEZ	XXXXXX	XXXX XXXX	\$2,022.22

THIS IS NOT A CHECK

NON-NEGOTIABLE