



BOYAMIAN LAW

March 3, 2026

SUBMITTED VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: *Izotov v. First Meridian Care Services, Inc., et al.*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

My office represents Eduard Izotov (hereinafter “Claimant”), with respect to claims on behalf of himself and other similarly situated current and Certified Nursing Assistants (“CNA”) of First Meridian Care Services, Inc. (hereinafter “First Meridia”) and DecisionHR 1, Inc. (hereinafter “DecisionHR”) (collectively with First Meridian referred to as “Respondents”) who worked in California from one year prior to the submission of this Notice and continuing through the present (“Relevant Time Period”). The purpose of this letter is to satisfy the notice requirements of Labor Code § 2699.3(a).

Below we set forth the facts and theories which we believe support our contention that Respondents have violated and continue to violate various provisions of the California Labor Code including, but not limited to, failures by Respondents to pay minimum wages and overtime wages, to provide meal and rest periods, and to reimburse for necessary business expenditures.

The purpose of this letter is to provide the required notice to the Labor Workforce and Development Agency, DecisionHR 1, and First Meridian of the specific facts and theories which we believe support our contention that First Meridian has also violated and continues to violate the California Labor Code, as set forth herein. The purpose of this letter is also to provide the requisite notice under Labor Code section 2810.3(d) to First Meridian as the “Client Employer” for the violations alleged herein concerning Claimant and the pool of aggrieved CNAs.

Facts & Theories About the Case

First Meridian Care Services, Inc. provides concierge private nursing, home health care, and placement services in the San Diego, Los Angeles, and Palm Desert areas. First Meridian contracts directly with families to provide these services. Furthermore, First Meridian utilizes Certified Nursing Assistants to provide private nursing services directly to patients’ homes.

Claimant is a Certified Nursing Assistant for First Meridian. He commenced work for First Meridian in or around November 2024. Claimant obtained the position with First Meridian through DecisionHR 1, Inc. DecisionHR is a staffing agency that provides staffing solutions for businesses of all sizes.

For the vast majority of his tenure with First Meridian, Claimant was a Certified Nursing Assistant. Claimant reported to work at patients' homes throughout Los Angeles, California primarily in Beverly Hills. Generally, Certified Nursing Assistants are assigned to a single family and are responsible for a patient in that specific family assignment.

Claimant drove to the patient's house in Beverly Hills, California. Typically, Claimant arrived at the patient's house at 10:00 a.m., however, there were days the family would require Claimant to arrive by 9:30 a.m. Following his arrival, Claimant would begin with patient care. This included helping the patient bathe, dress, eat, and use the restroom, while monitoring the patient's vital sign. Claimant would begin his shift around 10:00 a.m. Mr. Izotov would also accompany the family to any restaurants or outings to assist the patient.

Aggrieved Employees, including Claimant, are able to assert their claims against First Meridian in their capacity as a Client Employer. See Labor Code § 2810.3(1)(A) ("‘Client employer’ means a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.") The fact of the matter is CNAs, including Mr. Izotov, do not have to show a joint employment relationship between DecisionHR and First Meridian to hold the latter accountable for the wage and hour violations. It is enough that First Meridian retained DecisionHR for the labor and workforce needed to fulfill First Meridian's concierge and nursing services. However, as discussed, further below, First Meridian went even further by proceeding to violate California's wage and hour laws as to Claimant and other CNA's work and rights as California employees.

On average, Mr. Izotov worked twelve hours each day. Critically, at no time during his employment with Respondents was Mr. Izotov a live-in caretaker. Mr. Izotov's assignments were scheduled by Matt Stevens. Claimant's typical schedule was four days a week at the patient's home, but some months Claimant would work six days a week. Mr. Izotov and other Certified Nursing Assistants record their time and report all procedures electronically through WellSky PC on a personal cell phone. CNAs also used their personal cell phone to communicate with First Meridian team on DocsInk, a multi-channel platform connecting the care team to patients and caregivers.

Our investigation has uncovered that Mr. Izotov was not exempt as a "personal attendant" under the Labor Code and therefore he is owed civil penalties for all hours worked, including overtime, meal and rest periods, derivative penalties, and other protections and benefits under California law. The "personal attendant" exemption in both the Labor Code and the Labor Code section 1451 defines a "personal attendant" as "any person employed by a private householder ... to work in a private household, to

supervise, feed or dress a child, or a person who by reason of advanced age, physical disability or mental deficiency needs supervision.” Lab. Code § 1451, subd. (d). This exemption applies only when “no significant amount of work other than the foregoing is required.” Lab. Code § 1451, subd. (d). For purposes of this subdivision, “no significant amount of work” means work other than the foregoing did not exceed 20 percent of the total weekly hours worked. The word “supervise” means to “observe and direct the execution of (a task, project, or activity)”, according to the Oxford Dictionary. Black's Law Dictionary defines “supervise” as “regulating and monitoring a process or activity or tasks.” In *Cash v. Winn* (2012) 205 Cal.App.4th 1285, a jury instruction provided that any provision of health care services by the employee to an elderly client even if it was less than 20% of the time prevented the personal attendant exemption defense. *Id.* at 1299.

Mr. Izotov spent more than twenty (20) percent of his time cleaning, cooking, organizing the patient's room, and doing the laundry such that he is not a personal attendant and was eligible for meal and rest periods. Mr. Izotov also was required to also required to collect the mail, take out the trash, take care of the family's pets. Certified Nursing Assistants are denied meal and rest breaks, itemized wage statements, and other protections to which they are entitled under the California Labor Code. Mr. Izotov, like other aggrieved Certified Nursing Assistants, did not have uninterrupted meal periods as statutorily mandated and compliant meal and rest periods were not made available due to the press of work and being under the continuous control of Respondents' clients. The assigned family did not allow Mr. Izotov to take meal and rest breaks. Mr. Izotov was not given a second meal period despite working over ten hours. Claimant rarely took meal breaks and when he did, the meal break was interrupted.

Separately, First Meridian does not compensate Certified Nursing Assistants, including Mr. Izotov, with the proper rate for overtime. California law requires that Certified Nursing Assistants, including Claimant, are entitled to overtime at the rate of one and one-half times their regular rate for hours worked over nine (9) hours in a day and for the first nine (9) hours worked on the sixth and seventh consecutive day of the work week and to double time or two (2) times her regular rate of pay for hours worked over nine on the sixth and seventh consecutive day of the workweek. However, for non-live-in CNAs, like Mr. Izotov, California law mandates that such employees are entitled to overtime after eight (8) hours in a workday or more than 40 hours in any workweek. At times during the relevant time period, First Meridian would incorrectly calculate Mr. Izotov's overtime rate.

Finally, our investigation has also revealed that with respect to Labor Code section 212, Claimant and other Aggrieved Employees received their wages and final wage payments from DecisionHR's out-of-state Chicago, Illinois bank location which has resulted a delay of the prompt payment of wages, a temporary hold being placed on their paycheck, and/or a requirement to pay a fee to cash their paycheck.

Based on our investigation, we have found that Respondents have:

- (1) required and/or knowingly permitted Certified Nursing Assistants to work hours considerably in excess of nine hours per day. Claimant is informed and believes, and on that basis alleges, that it has been First Meridian's policy and practice to require and/or knowingly and willfully permit Certified Nursing Assistants to work such overtime hours without paying them overtime compensation required by the California Labor Code and even when paying the overtime rates, First Meridian unlawfully calculates the overtime rates for purposes of compensation;
- (2) failed to provide a 30 minute off-duty meal period to the CNAs who worked more than five hours in a day. Moreover, First Meridian has failed to provide a second 30 minute off-duty meal period to the CNAs who worked more than 10 hours in a day;
- (3) failed to authorize and permit a rest period of ten minutes per every four hours, or major fraction thereof, worked. First Meridian has failed to pay minimum wage compensation to the CNAs for all hours worked;
- (4) failed to reimburse necessary business expenses incurred by CNAs in violation of Cal. Labor Code § 2802;
- (5) imposed unlawful purchase requirements on CNAs in violation of Labor Code § 450 with a concomitant unlawful deduction in wages;
- (6) failed to pay to the CNAs all wages due and owing twice per month at the times prescribed by Cal. Labor Code § 204;
- (7) failed to itemize the total hours worked on wage statements furnished to the CNAs as required by Cal. Labor Code §§ 226, 226.3, and Wage Order 15;
- (8) paid Aggrieved Employees from an out-of-state bank account which resulted in delays or costs associated with receiving payment in violation of Cal Labor Code §212;
- (9) not properly maintained payroll records showing the actual hours the CNAs worked each day as required by Cal. Labor Code § 1174 and IWC wage order No. 15, § 7(A); and
- (10) willfully and knowingly failed to pay CNAs upon termination of employment, all accrued compensation, including reimbursement of all unlawful deductions from wages, payment of missed meal and rest period compensation, and payment of minimum wage and overtime compensation.

Claimant seeks to recover the unpaid compensation for all hours worked as defined by the Labor Code and the applicable Industrial Welfare Commission wage order. California law requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay. *See, e.g.*, Lab. Code §§ 510, 1194; Cal. Code Regs., tit. 8, § 11150, *et seq.* In addition, hours worked over 12 in a day or hours over 8 worked on the 7th consecutive day in a week are paid at 2 times an employee's regular rate of pay.

California law also requires that an employer provide an employee who works more than five hours a meal break that is no less than 30 minutes in duration. 8 CCR 11150(11)(A). Unless an employee is relieved of all duty during the 30-minute meal period, the meal period is considered an on-duty meal period and counted as time worked. However, an on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-the-job paid meal period. *Id.* If an employer fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation. 8 CCR 11150(11)(D).

Additionally, California law mandates that an employer must “authorize and permit” an employee to take a duty-free rest period not less than 10 minutes in duration for every four hours of work. 8 CCR 11150(12)(A). Violation of the rest break provisions requires the employer pay the employee one hour of pay for each workday a rest period was not provided. 8 CCR 11150(12)(B). Lastly, in California, the employer is required to keep records of all hours worked. Labor Code § 1174(d).

Furthermore, Labor Code section 2802(a) provides that an employer must reimburse employees for all necessary expenditures that the employee incurs in discharging his or her duties. There is a “strong public policy” in favor of indemnifying employees for expenses incurred in the course and scope of their employment. *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937, 952 (2008); *See also Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 572 (2007); *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014). Under Labor Code § 2802, therefore, employers like First Meridian cannot shift the cost of doing business and make Mr. Izotov and other Aggrieved CNAs pay for the costs of doing business. “Necessary” in the context of expense reimbursement means reasonable under the circumstances; it does not mean, as it sometimes does in lay speech, inevitable. *See Gattuso, supra*, 42 Cal. 4th at 568. While California employers are required to reimburse a reasonable amount for expenses, our investigation has uncovered that minimal to no reimbursement whatsoever is tendered to Mr. Izotov and other Aggrieved CNAs for their cell phone and mileage. Therefore, because Aggrieved Employees, including Mr. Izotov, incurred necessary business expenses in the scope of their employment but were not reimbursed, First Meridian owes civil penalties under Labor Code section 2802(a).

The other alleged violations, including inaccurate wage statements and waiting time penalties, are largely derivative of the claims for failure to pay for all hours worked

and failure to provide meal and rest periods. With respect to waiting time penalties, First Meridian failed to fully compensate CNAs in a timely manner when their employment ended, in violation of Labor Code Section 201 et. seq.

Accordingly, we believe that First Meridian has violated, and continues to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 246, 450, 510, 511, 512, 551, 552, 558, 1194-1197.1, 1198, 2802, and 2698, *et seq.*, as well as the relevant IWC orders and regulations, and that Claimant and other similarly situated CNAs are entitled to all statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further. If First Meridian wishes to resolve these claims without resorting to protracted litigation, please contact the undersigned forthwith to discuss this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your immediate attention to this matter.

Very truly yours,



Michael H. Boyamian

Cc: First Meridian Care Services, Inc. (*Sent via Certified U.S. Mail*)
Caroline L. Morrison (Agent of Service of Process)
12555 High Bluff Drive, Suite 320
San Diego, California 92130

DecisionHR I, Inc. (*Sent via Certified U.S. Mail*)
1505 Corporation CSC – Lawyers Incorporating Service (*Agent of Service of Process*)
2710 Gateway Oaks Dr.
Sacramento, California 95833