



BOYAMIAN LAW

April 14, 2026

SUBMITTED VIA ONLINE SUBMISSION

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

Re: *Aguirre v. Comfort Keepers Home Care, LLC*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

My office represents Mayanin Aguirre (hereinafter “Claimant”), with respect to claims on behalf of herself and other similarly situated current and former non-exempt, hourly employees or “Caregivers” of Comfort Keepers Home Care, LLC (hereinafter “Comfort Keepers”) 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 Comfort Keepers has violated and continues to violate various provisions of the California Labor Code including, but not limited to, failures by Comfort Keepers to pay minimum wages and overtime wages, to provide meal and rest periods, to provide sick pay, 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 and the Comfort Keepers of the specific facts and theories which we believe support our contention that Comfort Keepers has also violated and continues to violate the California Labor Code, as set forth herein.

Facts & Theories About the Case

Comfort Keepers Home Care, LLC provides in-home care for seniors and adults who need assistance in the counties of Los Angeles, San Bernardino, and Orange. Comfort Keepers utilizes home care aids or caregivers to provide private caregiving services directly to customers’ homes.

Claimant is a Caregiver for Comfort Keepers. She commenced work for Comfort Keepers in or around December 2025 to the present. For the vast majority of her tenure with Comfort Keepers, Claimant was a Caregiver. Claimant reported to work at patients’ homes throughout Los Angeles, California primarily in Pasadena. Generally, Caregivers are assigned to one or two families and are responsible for a patient in that specific family assignment.

Claimant drives to the patient's home in Pasadena, California. Typically, Claimant schedule was Wednesday through Saturday from 3:00 p.m. to 11:00 p.m. Following her arrival, Claimant would begin with the patient's care. This included helping the patient clean themselves, dress, and eat. Claimant would begin his shift around 3:00 p.m.

On average, Ms. Aguirre worked eight hours each day. Critically, at no time during her employment with Respondent was Ms. Aguirre a live-in caretaker or dayworker. Ms. Aguirre's assignments were scheduled by Respondent. Claimant's typical schedule was four days a week at the patient's home. Ms. Aguirre and other caregivers record their time and report all procedures electronically through BeeBee an app on a personal cell phone. Caregivers also used their personal cell phone to communicate with Comfort Keepers team on BeeBee, to communicate and keep record of assigned and completed tasks.

Our investigation has uncovered that Ms. Aguirre was not exempt as a "personal attendant" under the Labor Code and therefore she 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.

Ms. Aguirre spent more than twenty (20) percent of her time cleaning the patient's surrounding areas, sweeping and mopping the kitchen, and washing dishes such that she is not a personal attendant and was eligible for meal and rest periods. Ms. Aguirre also was required to take out the trash. Caregivers are denied meal and rest breaks, itemized wage statements, and other protections to which they are entitled under the California Labor Code. Ms. Aguirre, like other aggrieved Caregivers, 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. Ms. Aguirre could only take a meal break or rest break if the patient was asleep. If the patient was not asleep, Ms. Aguirre could not take meal and rest breaks. Thus, Claimant rarely took meal and rest breaks.

Separately, Comfort Keepers does not compensate Caregivers, including Ms. Aguirre, with the proper rate for overtime. California law requires that Caregivers, including Claimant, are entitled to overtime at the rate of one and one-half times her 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 Caregivers, like Ms. Aguirre, 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, Comfort Keepers would incorrectly calculate Ms. Aguirre's overtime rate.

Based on our investigation, we have found that Comfort Keepers has:

- (1) required and/or knowingly permitted Caregivers 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 Comfort Keepers' policy and practice to require and/or knowingly and willfully permit Caregivers to work such overtime hours without paying them overtime compensation required by the California Labor Code and even when paying the overtime rates, Comfort Keepers unlawfully calculates the overtime rates for purposes of compensation;
- (2) failed to provide a 30 minute off-duty meal period to the Caregivers who worked more than five hours in a day. Moreover, Comfort Keepers has failed to provide a second 30 minute off-duty meal period to the Caregivers 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. Comfort Keepers has failed to pay minimum wage compensation to the Caregivers for all hours worked;
- (4) failed to reimburse necessary business expenses incurred by Caregivers in violation of Cal. Labor Code § 2802;
- (5) imposed unlawful purchase requirements on Caregivers in violation of Labor Code § 450 with a concomitant unlawful deduction in wages;
- (6) failed to pay to the Caregivers 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 Caregivers as required by Cal. Labor Code §§ 226, 226.3, and Wage Order 15;

- (8) not properly maintained payroll records showing the actual hours the Caregivers worked each day as required by Cal. Labor Code § 1174 and IWC wage order No. 15, § 7(A); and
- (9) willfully and knowingly failed to pay Caregivers 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 Comfort Keepers cannot shift the cost of doing business and make Ms. Aguirre and other Aggrieved Caregivers 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 Ms. Aguirre and other Aggrieved Caregivers for their cell phone and mileage. Therefore, because Aggrieved Employees, including Ms. Aguirre, incurred necessary Comfort Keepers 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, Comfort Keepers failed to fully compensate Aggrieved Employees in a timely manner when their employment ended, in violation of Labor Code Section 201 et. seq.

Accordingly, we believe that Comfort Keepers 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 Caregivers 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 Comfort Keepers 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: Comfort Keepers Home Care, LLC (*Sent via Certified U.S. Mail*)
1505 Corporation
Sandra Menjivar (Agent of Service of Process)
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Glendale, California 91203