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Attorney for Defendants RIA COURIER, INC.
and RIA COURIER, LLC

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

Case No. 34-2022-00316413

LARISA YEVTUKH and
ALEXANDER YEFIMOV, as
individuals and as aggrieved employees
pursuant to the Private Attorneys
General Act (PAGA),

Plaintiffs,

v.

RIA COURIER, INC., RIA COURIER,
LLC, WORLD PAC, INC., and DOES
1 to 20, inclusive,

Defendants.

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”) is made
3 and entered into by and between Plaintiffs LARISA YEVTUKH and ALEXANDER YEFIMOV
4 (“Plaintiffs” or “PAGA Representatives”) individually and on behalf of the State of California and all
5 other allegedly similarly aggrieved employees (“PAGA Members”), on the one hand, and Defendants RIA
6 COURIER, INC. and RIA COURIER, LLC (“Ria Courier”), on the other.

7 This Stipulation of Settlement shall be binding on Plaintiffs, the State of California, and those
8 persons Plaintiffs represent as PAGA Members as provided herein, and on Ria Courier and their present
9 and former parents, affiliated or related companies, shareholders, officers, directors, employees, agents,
10 attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with
11 Ria Courier, and their respective counsel, subject to the terms and conditions hereof and the Court’s
12 approval.

13 THE PARTIES STIPULATE AND AGREE as follows:

14 **I. DEFINITIONS**

15 Unless otherwise defined in this Stipulation of Settlement, the following terms used in this
16 Stipulation of Settlement shall have the meanings ascribed to them as set forth below:

17 a. “Action” means the civil action titled *Larisa Yevtukh, et al. v. Ria Courier, Inc., et al.*, filed
18 in the Superior Court of the State of California, County of Sacramento, Case No. 34-2022-00316413, and
19 any subsequent or related PAGA action between Plaintiffs and Defendants.”

20 b. “Agreement,” Stipulation of Settlement,” “Settlement,” or “Settlement Agreement” means
21 this Stipulation of Settlement.

22 c. “Complaint” means the operative Complaint filed in the Action.

23 d. “Court” means the Superior Court for the State of California, County of Placer.

24 e. “Covered Period” means the period of time from October 29, 2020 to January 5, 2023.

25 f. “Defendants” means Ria Courier, Inc., Ria Courier, LLC and Worldpac, Inc.

26 g. “Effective Date” shall mean the date the Court has granted approval of the PAGA
27 Settlement and issued its order granting same.

1 h. “Gross Settlement Amount” means the total amount to be paid by Ria Courier as provided
2 by this Stipulation of Settlement.

3 i. “Order” means the Order Granting Approval of Settlement. The Parties will submit a
4 proposed Order with the Motion to Approve this Stipulation of Settlement for consideration by the Court.

5 j. “PAGA” means California’s Labor Code Private Attorneys General Act, Cal. Lab. Code §
6 2699, *et seq.*

7 k. “Parties” means Plaintiffs and Ria Courier, Inc., and Ria Courier, LLC collectively.

8 l. “LWDA” means the California Labor and Workforce Development Agency.

9 m. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to
10 be paid to the LWDA under the Stipulation of Settlement.

11 n. “Net Settlement Amount” means the amount from the Gross Settlement Amount that is
12 available for distribution for the LWDA Payment and for Settlement Shares to the PAGA Members after
13 deducting: (1) Plaintiffs’ Counsel’s attorney’s fees (not to exceed \$7,500) and costs (not to exceed \$4,000)
14 (the final amount of which is subject to Court approval); and (2) the Settlement Administrator’s fees and
15 expenses (the amount of which is subject to Court approval). The Net Settlement Amount will be
16 distributed to the LWDA and PAGA Members in payment of PAGA penalties.

17 o. “PAGA Members” means individuals who worked as drivers in California for Ria Courier
18 at any point during the Covered Period.

19 p. “Plaintiffs” mean Larisa Yevtukh and Alexander Yefimov.

20 q. “Plaintiffs’ Counsel” and “PAGA Counsel” means the law firm of Castle Law: California
21 Employment Counsel, P.C.

22 r. “Released Parties” means Defendants – specifically including Worldpac – and any of their
23 present and former parents, subsidiaries and affiliated companies or entities, and their respective officers,
24 directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal
25 representatives and their related persons and entities.

26 s. “Ria Courier” means Ria Courier, Inc. and Ria Courier, LLC.

27 t. “Ria Courier’s Counsel” means the law firm of Noah Phillips Law.

28 u. “Settlement Administrator” means Simpluris, Inc.

v. “Settlement Share” means the portion of the Net Settlement Amount allocable to each
PAGA Member as provided by this Stipulation of Settlement.

w. “Worldpac” means Worldpac, Inc.

x. “Worldpac’s Counsel” means the law firm of Jackson Lewis P.C.

II. FACTUAL BACKGROUND

A. Plaintiffs were contracted by Ria Courier to perform work as courier drivers. Alexander Yefimov worked for Ria Courier for approximately three years until August 2021. Larisa Yevtukh worked for Ria Courier from approximately October 2019 through July 2021.

B. On October 29, 2021, Plaintiffs filed a PAGA letter with the LWDA alleging: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Keep Accurate Time Records; (4) Failure to Provide Meal Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Failure to Pay Reimbursements for Expenses; (8) Provisions Regulating Hours and Days of Work; (9) Willful Misclassification; (10) and other violations of California Labor Code. The LWDA did not indicate an intention to investigate the allegations on its own within the applicable statutory time period.

C. On March 4, 2022, Plaintiffs filed this Action against Defendants seeking to recover civil penalties under PAGA on behalf of themselves, other aggrieved employees, and the State of California.

D. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims and allegations alleged in Plaintiffs’ Complaint and LWDA Notice Letter. Defendants further deny that, for any purpose other than settling this Action, these claims are appropriate for PAGA representative treatment, and contend, among other things, that it has complied with all applicable state, federal and local laws regarding the payment of wages, accurate wage statements, and meal and rest period provisions.

E. Through arms-length, serious negotiations conducted with a qualified neutral third-party mediator, Russ Wunderli, the Parties reached a settlement of all PAGA claims brought in the Action (“Settlement”). On January 5, 2023, Plaintiffs and Defendants conducted an all-day mediation session with the neutral mediator after the exchange of information to allow the parties to evaluate the merits of Plaintiffs’ claims and the merits of Defendants’ defenses to those claims. The negotiation between the

1 parties was adversarial and contentious, while remaining professional. These negotiations allowed the
2 parties to reach a final resolution as to Plaintiffs' claims under the Private Attorneys General Act, which
3 will be submitted to the LWDA, and to the above captioned Court for approval, pursuant to Labor Code
4 section 2699(1)(2). The Parties now enter this detailed, formalized settlement agreement with respect to
5 the Complaint, subject to the Court's approval of the Settlement.

6 F. It is the desire of the Parties to settle, compromise and discharge all disputes and claims
7 that were alleged in Plaintiffs' Complaint and LWDA Notice Letter in this case fully, finally and forever.
8 To achieve a full and complete release of Defendants, Plaintiffs' and PAGA Counsel acknowledges that
9 this Stipulation of Settlement is intended to include in its effect all claims alleged, in the LWDA Notice
10 Letters and the Action, and all Released Claims against all Released Parties (as defined herein) as of the
11 date of the Court's approval of this Settlement.

12 G. It is the intention of the Parties that this Stipulation of Settlement shall constitute a full and
13 complete settlement and release of all PAGA claims alleged in the Complaint and the LWDA Notice
14 Letters brought against Defendants, which release includes in its effect Defendants and all other present
15 and former owners, parents, affiliated or related companies, shareholders, officers, directors, employees,
16 agents, attorneys, insurers, and successors and assigns of Defendants, and any individual or entity which
17 could be jointly liable with Defendants.

18 H. PAGA Counsel has conducted a thorough investigation into the facts of this representative
19 case, including an extensive review of relevant documents and data, and has diligently investigated PAGA
20 Members' claims against Defendants. Based on their own independent investigation and evaluation,
21 PAGA Counsel are of the opinion that the Settlement with Ria Courier for the consideration and on the
22 terms set forth in this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest
23 of Plaintiffs, the State of California, and PAGA Members in light of all known facts and circumstances,
24 including the risk of significant delay, Ria Courier's ability to pay, the numerous defenses asserted by
25 Defendants, and various potential appellate issues.

26 I. The Parties agree to cooperate and take all steps necessary and appropriate to consummate
27 this Settlement and to effectuate a judgment. In the event that: (i) the Court does not approve the
28 Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason apart from

the Court's refusal to approve, then this Settlement Agreement—and any documents generated to bring it into effect—will be null and void, and the Parties will be returned to their respective positions.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Stipulation of Dismissal for Settlement. Subject to the terms of this Stipulation of Settlement, Plaintiffs will stipulate to the dismissal of this Action with prejudice.

B. Representation Regarding PAGA Members. Ria Courier represents that the PAGA Members consist of approximately 88 individuals, which Ria Courier represents are all of Ria Courier's California drivers from October 29, 2020 to January 5, 2023.

C. Gross Settlement Amount. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit A** below) and payment of Settlement Shares to all PAGA Members according to a specified formula as provided herein. The Gross Settlement Amount under the Settlement, including all attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other payments provided by this Settlement is \$30,000.00. It is understood and agreed that Ria Courier's gross total liability under this Settlement shall not exceed \$30,000.00. It is further understood and agreed that Ria Courier shall have no obligation to pay any person, entity or organization more than its gross total liability under this Settlement as set forth above, which includes the total amount of: (1) the Settlement Shares to the PAGA Members; (2) the attorneys' fees and costs approved by the Court; (3) the actual fees and expenses of the Settlement Administrator; and (4) payment to the State of California pursuant to PAGA.

Any amount of the Gross Settlement Amount not required to pay administration costs, attorneys' fees and costs, and any other payments provided by this Settlement, shall be included in the Net Settlement Amount. The Settlement Share to PAGA Members will be calculated by the Settlement Administrator based on Ria Courier's records and paid out of the Net Settlement Amount as detailed in section (1) below. The Gross Settlement Amount shall be paid by Ria Courier to the Settlement Administrator within 15 business days after the Effective Date.

1. California Private Attorneys' General Act Allocation: Seventy-five Percent (75%) of

1 the Net Settlement Amount will be paid to the State of California LWDA pursuant to
2 the California Private Attorneys General Act and the remaining 25% is paid as
3 Settlement Shares to the PAGA Members within forty-five (45) calendar days after the
4 Effective Date. The Settlement Shares will be calculated by the Settlement
5 Administrator based on Ria Courier's records and paid out of the Net Settlement
6 Amount as detailed in section (2) below.

7 2. Settlement Shares: The Settlement Administrator shall first determine for each PAGA
8 Member the pay periods he or she actively worked for Ria Courier during the PAGA
9 Period. The Settlement Administrator shall divide the amount of the Net Settlement
10 Amount by the sum of all PAGA Members' pay periods worked to calculate an
11 "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement
12 Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA
13 Member's pay periods worked in the Settlement Period to determine each individual
14 Settlement Share. The Settlement Share process is discussed further below.

15 3. Allocation and Taxability of Settlement Shares: The individual Settlement Shares
16 payable to PAGA Members shall be allocated entirely to alleged penalties, for which
17 IRS Forms 1099 MISC will be issued to the PAGA Members. Each PAGA Member
18 shall be individually responsible for the employee's share of taxes attributable to
19 receipt of any payments under this Settlement.

20 4. Settlement Shares Do Not Trigger Additional Benefits: All Settlement Shares to
21 PAGA Members shall be deemed to be income to such PAGA Members solely in the
22 year in which such awards actually are received by the PAGA Members. It is expressly
23 understood and agreed that the receipt of such Settlement Shares will not entitle any
24 PAGA Member to additional compensation or benefits under any company bonus,
25 contest or other compensation or benefit plan or agreement in place during the period
26 covered by the Settlement, nor will it entitle any PAGA Member to any increased
27 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits.
28 No deductions or contributions for 401(k) shall be made from the Settlement Shares.

1 It is the intent of the Parties that the Settlement Shares provided for in this Agreement
2 are the sole payments to be made by Ria Courier to PAGA Members in connection with
3 this Settlement, and that the PAGA Members are not entitled to any new or additional
4 compensation or benefits as a result of having received the Settlement Shares
5 (notwithstanding any contrary language or agreement in any benefit or compensation
6 plan document that might have been in effect during the period covered by this
7 Settlement).

8 5. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys' fees and
9 costs shall be paid to Plaintiffs' Counsel from the Gross Settlement Amount, as set
10 forth below. The Court-approved attorneys' fees and costs will be paid out of a
11 Settlement Administrator-established escrow account to PAGA Counsel within 15
12 calendar days after the Effective Date. Attorneys' fees and costs are discussed further
13 below.

14 6. Settlement Administrator: The fees of the Settlement Administrator for work done
15 shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for
16 any reason, the Parties shall evenly split the costs of the Settlement Administrator
17 regardless of the outcome of the Settlement. The Settlement Administrator, Simpluris,
18 Inc., has capped the settlement administration fees at \$4,000. The Court-approved
19 Settlement Administrator's expenses will be paid within 15 business days after the
20 Effective Date. The Settlement Administrator is discussed further below.

21 **IV. SETTLEMENT ADMINISTRATION**

22 The Parties will agree to the appointment of Simpluris, Inc., as the Settlement Administrator.
23 However, the Parties shall have the right to select or substitute a different Settlement Administrator by
24 mutual agreement at any time. The Settlement Administrator will send an agreed-upon explanatory notice
25 of the Settlement, attached hereto as **Exhibit A**, along with the Settlement Share to all PAGA Members
26 as discussed herein. The Settlement Administrator will calculate the Settlement Share amounts due to
27 PAGA Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall
28 report, in summary or narrative form, the substance of its findings. Upon receipt of funds from Ria Courier

1 and as provided by the terms of the Settlement, the Settlement Administrator will issue and send out the
2 Settlement Shares to PAGA Members. Tax treatment of the Settlement Shares will be as set forth herein,
3 and in accordance with state and federal tax laws. The Settlement Administrator shall report the payments
4 on a Form 1099 to the federal and state taxing agencies. All disputes relating to the Settlement
5 Administrator's performance of duties shall be referred to the Court, if necessary, which will have
6 continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments
7 and obligations contemplated by this Stipulation of Settlement have been fully carried out.

8 **V. ATTORNEYS' FEES AND COSTS**

9 In consideration for settling this matter and in exchange for the release of claims by the Settlement
10 Group, and subject to approval or modification by the Court, PAGA Counsel's attorneys' fees shall be
11 subtracted from the Gross Settlement Amount as approved by the Court. Subject to Court approval, PAGA
12 Counsel's attorney's fees shall be an amount not to exceed 25% of the Gross Settlement Amount, which
13 is \$7,500.00. In addition, and also subject to Court approval, PAGA Counsel shall be reimbursed for their
14 out-of-pocket expenses, in the amount set forth in a declaration to be submitted to the Court concurrently
15 with the motion for approval of this Joint Stipulation of PAGA Settlement and Release, but not to exceed
16 \$4,000.00. Attorneys' fees and costs approved by the Court will cover all work performed and all fees
17 and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection
18 with the approval by the Court of this Joint Stipulation of PAGA Settlement and Release, the
19 administration of the Settlement, and final judgment in this case. The attorneys' fees and costs approved
20 by the Court shall be paid out of the Settlement Administrator's escrow account to PAGA Counsel within
21 15 calendar days after the Effective Date.

22 **VI. SETTLEMENT SHARE ADMINISTRATION**

23 A. Fifteen (15) calendar days after the Court has approved this Stipulation of Settlement, Ria
24 Courier shall provide to the Settlement Administrator a spreadsheet, which will list for each PAGA
25 Member the PAGA Member's name, last-known address, social security number, and the number of pay
26 periods worked through January 5, 2023. This spreadsheet shall be based on Ria Courier's payroll and
27 other business records. The Settlement Administrator will run a check of the PAGA Members' address
28 against those on file with the U.S. Postal Service's National Change of Address Database. Within 45

1 calendar days after the Settlement becomes final and effective as defined above, the Settlement
2 Administrator will mail the Notice accompanying the Settlement Shares to all PAGA Members.

3 B. Prior to the mailing of the Notice and Settlement Shares, the Settlement Administrator will
4 search for updated addresses through the U.S. Postal Service's National Address Database. Notices
5 returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address, if
6 any, on the returned envelope; any returned envelopes with forwarding addresses will be used by the
7 Settlement Administrator to forward the Notice to PAGA Members. If no forwarding address is provided,
8 the Settlement Administrator will perform a computer search for a new address and an additional skip
9 tracing pursuant to its usual and customary procedures.

10 C. All costs associated with the Notices are part of, and included within, the Gross Settlement
11 Amount.

12 **VII. SETTLEMENT SHARES PROCESS**

13 A. Within ten (10) business days after the Effective Date, as defined in this Agreement, the
14 Settlement Administrator will provide Ria Courier with wire transfer information. Within twenty (20)
15 business days after the Effective Date, Ria Courier will transfer the Gross Settlement Amount to the
16 Settlement Administrator via wire transfer.

17 B. Within sixty (60) calendar days after the Effective Date, the Settlement Administrator shall
18 pay the Settlement Share checks from the escrow account, which it will mail to PAGA Members along
19 with the Notice. Settlement Share checks shall remain valid and negotiable for 180 calendar days from
20 the date of issuance and will be cancelled by the Settlement Administrator if not cashed within that time.
21 The checks provided to PAGA Members shall prominently state the checks will expire in 180 calendar
22 days, or alternatively, such a statement may be made in the explanatory notice accompanying the check.
23 PAGA Members shall be bound by the Settlement whether or not they cash a Settlement Share Check.

24 C. Any unclaimed funds in the Settlement Administrator's account as a result of a failure to
25 timely cash a settlement check shall be handled by the Settlement Administrator and be issued to the State
26 Controller Fund, Department of Unclaimed Property in the name of the PAGA Member.

27 **VIII. RELEASED CLAIMS**

28 Upon approval by the Court of this Stipulation of Settlement, and when all payments and

obligations contemplated by this Stipulation of Settlement have been fully carried out, each PAGA Member, including Plaintiffs, and the State of California fully release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, or civil penalties, arising out of the facts alleged in the PAGA Complaint and the LWDA Notice Letter, and any other PAGA claims that were raised or could have been raised in the LWDA Notice Letters and Lawsuit ("PAGA Released Claims") for the PAGA Period. By and through this Settlement each PAGA Member and the State of California forever agrees it, he, she shall not be entitled to pursue, accept, or recover civil penalties for any PAGA Released Claims against the Released Parties from October 29, 2020, to January 5, 2023.

PAGA Members shall have no right to opt out of this Stipulation of Settlement or object thereto.

IX. PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

PAGA Counsel shall promptly submit this Stipulation of Settlement to the Court after all signatures being obtained. This Settlement shall remain confidential until filed with the Court. Plaintiffs shall apply to the Court via noticed motion for entry of an order approving the PAGA Settlement, consistent with the terms provided herein.

X. PARTIES' AUTHORITY

The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

XI. MUTUAL FULL COOPERATION

The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.

Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Action. Plaintiffs agree to seek dismissal of the PAGA claim and entire lawsuit with prejudice, upon approval of this Joint Stipulation of PAGA Settlement and Release by the Court. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this

1 Stipulation of Settlement and the terms set forth herein.

2 As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel shall, with
3 the assistance and cooperation of Ria Courier and its counsel, take all necessary steps to secure the Court's
4 final approval of this Stipulation of Settlement.

5 **XII. NO PRIOR ASSIGNMENTS**

6 The Parties and their counsel represent, covenant and warrant that they have not directly or
7 indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or
8 entity any portion of any liability, claim, demand, action, cause of action or right herein released and
9 discharged except as set forth herein.

10 **XIII. SUBMISSION OF ORDER**

11 Plaintiffs shall submit a copy of the order providing for or denying an award of civil penalties to
12 the LWDA within ten (10) calendar days after entry of the dismissal and/or Order, in compliance with
13 Section 2699(1)(3) of the California Labor Code.

14 **XIV. WAIVER OF RIGHT TO APPEAL**

15 Provided that the Court's approval of this Settlement is consistent with the material terms of this
16 Stipulation of Settlement, Plaintiffs, Ria Courier, and their respective counsel hereby waive any and all
17 rights to appeal the final approval of the Settlement, and the Order therefore will become non-appealable
18 at the time it is entered. If, for any reason an appeal is taken, the time for consummating the Settlement
19 (including making payments under the Settlement) will be suspended until such time as the appeal is
20 finally resolved and the Order becomes Final, as defined in this Stipulation of Settlement.

21 **XV. ATTORNEY AUTHORIZATION**

22 Plaintiffs' Counsel, Ria Courier's Counsel, and Worldpac's Counsel warrant and represent that
23 they are authorized by Plaintiff, Ria Courier, and Worldpac, respectively, to take all appropriate action
24 required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate
25 its terms, and to execute any other documents required to effectuate the terms of this Stipulation of
26 Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect
27 the implementation of the Settlement. In the event the Parties are unable to reach Stipulation of Settlement
28 on the form or content of any document needed to implement the Stipulation of Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Stipulation of
2 Settlement, the Parties will seek the assistance of the Court or mediator, and in all cases all such
3 documents, supplemental provisions and assistance of the court will be consistent with this Stipulation of
4 Settlement.

5 **XVI. NOTICES**

6 All notices, demands or other communications given under this Stipulation of Settlement will be
7 in writing and deemed to have been duly given as of the third business day after mailing by United States
8 mail, addressed as follows:

9 *To Plaintiff and the PAGA Members:*

10 Timothy B. Del Castillo

11 Lisa L. Bradner

12 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

13 2999 Douglas Blvd., Suite 180

14 Roseville, CA 95661

15 tdc@castleemploymentlaw.com

16 lb@castleemploymentlaw.com

17 *To Defendant Ria Courier, Inc. and Ria Courier, LLC.:*

18 Noah Phillips

19 NOAH PHILLIPS LAW

20 500 Capitol Mall, Suite 2350

21 Sacramento, California 95814

22 noah@noahphillipslaw.com

23 *To Defendant Worldpac, Inc.:*

24 Adam Y. Siegel

25 Robert Yang

26 Jackson Lewis, P.C.

27 725 Figueroa Street, Suite 2500

28 Los Angeles, CA 90017

adam.siegel@jacksonlewis.com

rob.yang@jacksonlewis.com

XVII. EXECUTION IN COUNTERPART

 This Stipulation of Settlement may be executed in one or more counterparts. All executed
counterparts and each of them will be deemed to be one and the same instrument provided that counsel
for the Parties will exchange between themselves original signed counterparts. Facsimile or electronic
generated signatures (e.g., DocuSign signatures) will be accepted if the original signature is provided

1 within seven calendar days. Any executed counterpart will be admissible in evidence to prove the
2 existence and contents of this Stipulation of Settlement.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Stipulation of Settlement.

5
6
7 Dated: 5/9, 2023

Larisa Yevtukh

Larisa Yevtukh (May 9, 2023 10:08 PDT)

LARISA YEVTUKH

8
9
10 Dated: _____, 2023

ALEXANDER YEFIMOV

11
12 Dated: May 10, 2023



RIA COURIER, INC. AND RIA COURIER, LLC
[Authorized Representative]

13
14
15
16 APPROVED AS TO FORM:

17
18 Dated: May 9,, 2023

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, P.C.

By: 

Timothy B. Del Castillo

Lisa L. Bradner

Attorneys for Plaintiffs Larisa Yevtukh and Alexander Yefimov

19
20
21
22
23
24
25 Dated: May 10, 2023

NOAH PHILLIPS LAW

26
27 By: 

Noah Phillips

Attorney for Defendants Ria Courier, Inc. and Ria Courier, LLC

1 within seven calendar days. Any executed counterpart will be admissible in evidence to prove the
2 existence and contents of this Stipulation of Settlement.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this Stipulation of Settlement.

5
6
7 Dated: _____, 2023

8 LARISA YEVTUKH

9
10 Dated: 5/9/_____, 2023



11 ALEXANDER YEFIMOV

12 Dated: May 10_____, 2023



13 RIA COURIER, INC. AND RIA COURIER, LLC
14 [Authorized Representative]
15

16 APPROVED AS TO FORM:

17
18 Dated: 5/11_____, 2023

19 CASTLE LAW: CALIFORNIA EMPLOYMENT
20 COUNSEL, P.C.

21 By: 
22 Timothy B. Del Castillo
23 Lisa L. Bradner
24 Attorneys for Plaintiffs Larisa Yevtukh and Alexander Yefimov

25 Dated: May 10_____, 2023

26 NOAH PHILLIPS LAW

27 By: 
28 Noah Phillips
Attorney for Defendants Ria Courier, Inc. and Ria Courier, LLC

1
2
3 **EXHIBIT A**

4 **NOTICE OF PAGA SETTLEMENT**

5 *Larisa Yevtukh, et al. v. Ria Courier, Inc., et al.,*
6 Superior Court of the State of California for the County of Sacramento,
Case No. 34-2022-00316413

7 Simpluris, Inc.
8 casesupport@Simpluris.com
9 P.O. Box 26170
Santa Ana, CA 92799
(888) 369-3780

10
11 [Name]
12 [Address]

13 You are receiving this Notice because of a lawsuit brought on behalf of the State of California by
14 Larisa Yevtukh and Alexander Yefimov ("Plaintiffs"), against Ria Courier, Inc., Ria Courier, LLC, and
Worldpac, Inc. ("Defendants"), for civil penalties pursuant to the Private Attorneys General Act,
15 California Labor Code § 2698 *et seq.* ("PAGA").

16 Defendants strongly deny these claims and deny that they owe any penalties. To avoid further
time and expense in litigation, Defendants and Plaintiffs have agreed to settle the case. The settlement
17 resolves and releases all the claims that were asserted in the lawsuit on behalf of all courier drivers who
worked in California for Ria Courier, Inc. or Ria Courier, LLC any time during the period from October
18 29, 2020, to January 5, 2023 ("PAGA Member").

19 The lawsuit and Settlement are for PAGA penalties only. This Settlement does not release any
individual claims that you might have against Ria Courier, Inc. or Ria Courier, LLC outside of PAGA.

20 According to Ria Courier, Inc.'s or Ria Courier, LLC's records, you are a PAGA Member and are
therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. **The**
21 **settlement check shall remain valid for one hundred eighty (180) calendar days.** Checks remaining
un-cashed for more than 180 calendar days after issuance will be tendered to the California Department
22 of Unclaimed Property.

23 If you have questions, contact the Settlement Administrator at the number above.
24
25

26 4874-9772-9371, v. 3
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