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Superior Court of California,
County of Placer
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By: Robin Hall
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9 **SUPERIOR COURT OF CALIFORNIA**
FOR THE COUNTY OF PLACER

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

14 Plaintiffs,)
15)
16 v.)
17)

18 RIA COURIER, INC., RIA COURIER,)
19 LLC, DHRUP GOSAI, WORLD PAC,)
INC., and DOES 1 to 20, inclusive,)
20)

21 Defendants)
22)
23)
24)
25)
26)
27)
28)

Case No. S-CV-0050736

COMPLAINT FOR DAMAGES:

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 Rest Periods
6. Failure to Provide Accurate Wage Statements
7. Failure to Pay Final Wages
8. Failure to Pay Reimbursements for Expenses
9. Provisions Regulating Hours and Day of work in Any Industrial Welfare Commission Order
10. Willful Misclassification of Individuals as Independent Contractors.
11. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*
12. Other Violations of the Labor Code

JURY TRIAL DEMANDED

1 Plaintiffs LARISA YEVTUKH and ALEXANDER YEFIMOV (“Plaintiffs”) hereby file
2 this Complaint against Defendants RIA COURIER, INC., RIA COURIER, LLC, DHRUP
3 GOSAI, WORLD PAC, INC., and DOES 1 to 20, inclusive, (“Defendants”). Plaintiffs allege the
4 following:

5 **PARTIES AND JURISDICTION**

6 1. Plaintiff LARISA YEVTUKH is an individual over the age of eighteen (18) and is now
7 and/or at all times mentioned in this Complaint was a resident of the State of California.

8 2. Plaintiff ALEXANDER YEFIMOV is an individual over the age of eighteen (18) and is
9 now and/or at all times mentioned in this Complaint was a resident of the State of California.

10 3. Plaintiffs were employees of Defendants, performing services as courier drivers.

11 4. Plaintiffs are informed and believe, and thereon allege, that Defendants RIA COURIER,
12 INC., RIA COURIER, LLC, and WORLD PAC, INC. are companies of unknown origin and
13 citizenship that are and were doing business in California. Defendants RIA COURIER, INC., RIA
14 COURIER, LLC, and WORLD PAC, INC. are engaged in the business of selling and delivering auto
15 parts throughout California.

16 5. Plaintiffs are informed and believe, and thereon allege, that Defendants RIA COURIER,
17 INC. and RIA COURIER, LLC, and WORLD PAC, INC. are California companies, with their
18 principal places of business in California.

19 6. Plaintiffs are further informed and believe, and thereon allege, that each of the
20 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
21 joint venturer of the remaining defendants and was acting within the course and scope of that
22 relationship. Plaintiffs are further informed and believe, and thereon allege, that each of the
23 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
24 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
25 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
26 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure §
27 474. Plaintiffs will amend this complaint to show such true names and capacities of Does 1 through
28 20, inclusive, when they have been determined.

1 7. The Placer County Superior Court has jurisdiction in this matter due to alleged violations
2 of California Labor Code §§ 201-203, 226, 226.3, 226.7, 226.8, 256, 510, 512, 558, 558.1, 1174,
3 1194, 2698 *et set.*, 2802, and the applicable Industrial Welfare Commission Wage Orders.

4 8. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
5 the wrongful acts and violations of law asserted herein occurred within Placer County.

6 9. On October 29, 2021, Plaintiffs filed their Labor Code § 2699.3 Private Attorney General
7 Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”).
8 The LWDA did not respond within 65 days of filing of the PAGA notice.

9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 10. Plaintiffs and similarly situated employees worked for Defendant(s) as misclassified
11 independent contractors (actually legally employees) in California. Plaintiffs and similarly situated
12 employees were paid on per job or per day basis, without the protections provided under the Labor
13 Code and Wage Orders for employees.

14 11. Plaintiffs and similarly situated employees were hired by Defendants to perform work as
15 courier drivers and Defendants are in the business of selling and delivering auto parts (i.e. including
16 courier services). In fact, the Statement of Information Defendant Ria Courier filed with the
17 California Secretary of State states that it is in the business of “Courier Service.”

18 12. Plaintiffs and similarly situated employees worked exclusively for Defendants. They
19 worked many hours over the course of several months and years. Plaintiffs and similarly situated
20 employees generally worked full-time and worked 12-hour days or longer with regularity over the
21 course of many months of employment.

22 13. Additionally, Defendants did not provide Plaintiffs, or any similarly aggrieved
23 employees, with statutorily required meal and rest breaks. Plaintiffs worked through the vast
24 majority of their meal breaks and rest breaks due to work demands.

25 14. Plaintiffs and similarly situated employees regularly worked over eight (8) hours a day
26 and/or forty (40) hours a week. Defendants did not pay Plaintiffs and similarly situated employees
27 all overtime and/or minimum wages earned during their employment.
28

1 15. Defendants failed to reimburse Plaintiffs and similarly situated employees for the work
2 use of their personal cars and cell phones.

3 16. Defendants failed to provide Plaintiffs and similarly aggrieved employees all wages owed
4 upon their termination or within seventy-two (72) hours of their separation from employment.

5 17. Plaintiffs are informed and believe that Defendants committed numerous other violations
6 of the California Labor Code, including but not limited to those identified in this Complaint.
7 Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiffs intend to
8 seek civil penalties for all violations of the California Labor Code, whether they experienced them
9 personally or not.

10
11 **FIRST CAUSE OF ACTION**
12 **FAILURE TO PAY MINIMUM WAGES**
13 **(As to All Defendants)**

14 18. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 17 as though fully
15 set forth herein.

16 19. During the period Plaintiffs and similarly situated employees were employed by
17 Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that
18 they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 9-2001,
19 subsection (4); Cal. Lab. Code §§ 1194, 1197.1.

20 20. For the reasons stated above, Defendant did not pay Plaintiffs and similarly situated
21 employees at least minimum wage for all hours worked. Thus, Plaintiffs and similarly situated
22 employees were not paid at least the applicable state minimum wage for all hours worked in
23 violation of the Labor Code.

24 21. Plaintiffs and similarly situated employees were not exempt from the State's Wage
25 Orders as employees.

26 22. Defendants' conduct described herein violates California Labor Code §§ 1194 and
27 1197.1, and Wage Orders MW-2014, MW-2017, and No. 9-2001. As a proximate result of
28 Defendants' conduct, Plaintiffs and similarly situated employees have been damaged and deprived

1 of overtime wages, in an amount to be established at trial. Plaintiffs now seek these wages,
2 liquidated damages pursuant to California Labor Code § 1194.2, attorney's fees and costs, and
3 interest pursuant to California Labor Code §§ 1194 and 1197.1.

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to All Defendants)**

7 23. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 22 as though fully
8 set forth herein.

9 24. Labor Code §§ 510 and 1194 require employers to pay employees overtime for any work
10 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
11 workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh
12 day of work in any one workweek. Finally, employers must pay double time for all hours worked in
13 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on
14 the seventh day of work in any one workweek.

15 25. As stated above, Plaintiffs and similarly situated employees worked over eight (8) hours
16 per day and forty (40) hours per week and were not paid overtime wages. Plaintiffs and all similarly
17 situated employees are entitled to recover all unpaid overtime wages.

18 26. Plaintiffs and similarly situated employees were not exempt from the State's Wage
19 Orders as employees.

20 27. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, and
21 Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs have been damaged and
22 deprived of minimum wages, in an amount to be established at trial. Plaintiffs now seek these
23 wages, attorney's fees and costs, and interest pursuant to California Labor Code §§ 1194.

24 **THIRD CAUSE OF ACTION**
25 **FAILURE TO KEEP ACCURATE TIME RECORDS**
26 **(As to All Defendants)**

27 28. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 27 as though fully
28 set forth herein.

1 29. Labor Code § 1174(d) requires employers to keep “payroll records showing the hours
2 worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance
3 with rules established for this purpose by the commission, but in any case, shall be kept on file for
4 not less than three years.”

5 30. Defendants did not keep accurate information regarding all hours worked by Plaintiffs
6 and similarly situated employees, largely by failing to accurately record all time worked on their
7 time records. This violated the Labor Code.

8 **FOURTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE MEAL PERIODS**
10 **(As to All Defendants)**

11 31. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 30 as though fully
12 set forth herein.

13 32. Labor Code § 226.7 and IWC Wage Order No. 9-2001, § 11(A) require employers to
14 provide employees meal periods of thirty (30) minutes per five (5) hours worked.

15 33. For the reasons stated above, Plaintiffs and similarly situated employees were not
16 authorized and permitted to take legally compliant meal periods pursuant to California law.
17 Defendants also failed to pay meal period premiums for its failure to provide meal periods.

18 34. As a proximate cause of Defendants’ failure to provide meal and rest periods, Plaintiffs
19 are entitled to one (1) hour of pay at the regular rate of compensation for each meal period not
20 provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at
21 trial. *See* Labor Code § 226.7 and Wage Order 9-2001 § 11(D).

22 **FIFTH CAUSE OF ACTION**
23 **FAILURE TO PROVIDE REST PERIODS**
24 **(As to All Defendants)**

25 35. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 34 as though fully
26 set forth herein.

1 36. Labor Code § 226.7 and IWC Wage Order No. 9-2001, § 12(A) require employers to
2 provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction
3 thereof worked.

4 37. For the reasons stated above, Plaintiffs and similarly situated employees were not
5 authorized and permitted to take legally compliant rest periods pursuant to California law in
6 violation of the Labor Code. Defendants also failed to pay rest period premiums for their failure to
7 provide rest periods.

8 38. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiffs
9 are entitled to one (1) hour of pay at the regular rate of compensation for each rest period not
10 provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at
11 trial. See Labor Code § 226.7 and Wage Order 9-2001 § 12(B).

12
13 **SIXTH CAUSE OF ACTION**
14 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
15 **(As to All Defendants)**

16 39. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 38 as though fully
17 set forth herein.

18 40. Labor Code § 226 requires employers to furnish employees with an accurate itemized
19 statement in writing showing:

20 *(1) gross wages earned, (2) total hours worked by the employee,*
21 *except for any employee whose compensation is solely based on a*
22 *salary and who is exempt from payment of overtime under*
23 *subdivision (a) of Section 515 or any applicable order of the*
24 *Industrial Welfare Commission, (3) the number of piece-rate units*
25 *earned and any applicable piece rate if the employee is paid on a*
26 *piece-rate basis, (4) all deductions, provided that all deductions*
27 *made on written orders of the employee may be aggregated and*
28 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
the period for which the employee is paid, (7) the name of the
employee and the last four digits of his or her social security number
or an employee identification number other than a social security
number, (8) the name and address of the legal entity that is the
employer and, if the employer is a farm labor contractor, as defined
in subdivision (b) of Section 1682, the name and address of the legal
entity that secured the services of the employer, and (9) all

1 *applicable hourly rates in effect during the pay period and the*
2 *corresponding number of hours worked at each hourly rate by the*
3 *employee. The deductions made from payment of wages shall be*
4 *recorded in ink or other indelible form, properly dated, showing the*
5 *month, day, and year, and a copy of the statement and the record of*
 the deductions shall be kept on file by the employer for at least three
 years at the place of employment or at a central location within the
 State of California.

6 41. Plaintiffs allege that Defendants failed to provide an itemized statement or failed to
7 provide an accurate and complete itemized statement satisfying the requirements set forth in Labor
8 Code § 226(a). Due to Defendants' timekeeping policies during Plaintiffs' employment that resulted
9 in failing to document accurately all hours worked, especially when Plaintiffs were misclassified as
10 independent contractors, Defendants did not properly itemize all hours worked.

11 42. Additionally, Plaintiffs allege they suffered injury as a result of Defendants' failure to
12 provide accurate and complete information as required by any one or more of items (1) to (9),
13 inclusive, of Labor Code § 226, subdivision (a), and Plaintiffs cannot promptly and easily determine
14 (*i.e.* a reasonable person in each Plaintiffs' position would not be able to readily ascertain the
15 information without reference to other documents or information) the required information from the
16 wage statements alone.

17 43. For the reasons stated above, Defendants failed to comply with these requirements with
18 respect to Plaintiffs and similarly situated employees in violation of the Labor Code.

19 44. Plaintiffs are entitled to, and do hereby seek, injunctive relief requiring Defendants to
20 comply with Labor Code § 226, and all applicable damages and civil penalties. This includes and is
21 not limited to the civil penalties specified in Labor Code § 226.3.

22 **SEVENTH CAUSE OF ACTION**
23 **FAILURE TO PAY FINAL WAGES**
24 **(As to All Defendants)**

25 45. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 44 as though fully
26 set forth herein.

27 46. Labor Code §§ 201–203 require that all wages, including minimum wages and meal and
28 rest period premiums, be paid to employees upon separation and/or termination of employment.

1 47. An employer who willfully fails to pay an employee wages in accordance with California
2 Labor Code §§ 201-203 must pay the employee a waiting time penalty of up to thirty (30) days.
3 California Labor Code § 203.

4 48. Here, for the reasons stated above, Plaintiffs and similarly situated employees did not
5 receive all final wages due and owing to them at the time of termination or seventy-two (72) hours
6 thereafter as required by Labor Code §§ 201–203. This violates the Labor Code.

7 49. As a proximate cause of Defendants’ conduct, Plaintiffs have been damaged and deprived
8 of their wages and thereby seek an appropriate daily rate of pay multiplied by the number of days
9 Defendants delayed paying all wages due, in an amount to be established at trial.

10
11 **EIGHTH CAUSE OF ACTION**
FAILURE TO PAY REIMBURSEMENTS FOR EXPENSES
12 **(As to All Defendants)**

13 50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as though fully
14 set forth herein.

15 51. Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all
16 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
17 his or her duties, or of his or her obedience to the directions of the employer, even though unlawful,
18 unless the employee, at the time of obeying the directions, believed them to be unlawful.”

19 52. For the reasons stated above, Defendants failed to pay required reimbursements to
20 Plaintiffs and similarly situated employees for required business expenses in violation of the Labor
21 Code.

22 53. Defendants’ conduct described herein violated California Labor Code § 2802. As a
23 proximate result of Defendants’ conduct, Plaintiffs have been damaged in an amount to be
24 established at trial, and are entitled to recover these damages, as well as interest and reasonable
25 attorney’s fees and costs, pursuant to statute.
26
27
28

1 **NINTH CAUSE OF ACTION**
2 **VIOLATION OF PROVISIONS REGULATING HOURS AND DAYS OF WORK IN ANY**
3 **INDUSTRIAL WELFARE COMMISSION ORDER**
4 **(As to All Defendants)**

5 54. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 53 as though fully
6 set forth herein.

7 55. Labor Code § 558 states that it is unlawful for any employer, or other person acting on
8 behalf of an employer, to violate or cause to be violated any of §§ 500 to 558.1 of the Labor Code or
9 any order of the Industrial Welfare Commission.

10 56. As described above, Defendants, by and through their agents, violated Plaintiffs' and
11 similarly situated employees' rights provided for under Labor code §§ 558 and 558.1 as well as the
12 incorporated Wage Orders and incorporated statutes therein.

13 **TENTH CAUSE OF ACTION**
14 **WILLFUL MISCLASSIFICATION OF INDIVIDUALS AS INDEPENDENT**
15 **CONTRACTORS**
16 **(As to All Defendants)**

17 57. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 56 as though fully
18 set forth herein.

19 58. Labor Code § 226.8 makes it a legal violation for "any person or employer" to willfully
20 misclassify an individual as an independent contractor.

21 59. Defendants willfully misclassified Plaintiffs and similarly situated employees as
22 independent contractors in violation of the Labor Code.

23 60. Defendants are therefore subject to the various civil penalties described in § 226.8.

24 **ELEVENTH CAUSE OF ACTION**
25 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**
26 **(As to All Defendants)**

27 61. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 60 as though fully
28 set forth herein.

62. Plaintiffs bring this cause of action as proxies for the State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above.

63. On or about October 29, 2021, Plaintiffs sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code § 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiffs whether the LWDA intends to investigate Plaintiffs' PAGA claims. As such, Plaintiffs have exhausted their administrative remedies under PAGA and may proceed in this Court.

64. Plaintiffs are thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from October 29, 2020, through trial on this matter.

TWELFTH CAUSE OF ACTION
OTHER VIOLATIONS OF THE LABOR CODE
(As to All Defendants)

65. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (Ct. App. 2018), reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), Plaintiffs intend to seek civil penalties for all violations of the California Labor Code, whether Plaintiffs experienced them personally or not.

DAMAGES

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. A jury trial;
2. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
3. For civil and statutory penalties and liquidated damages under the California Labor Code according to proof allowed by law;
4. For an award to Plaintiffs of costs of suit incurred herein and reasonable attorney's fees;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiffs of such other and further relief as the Court deems just and proper.

Dated: June 22, 2023

Castle Law: California Employment Counsel, PC

By: _____



Timothy B. Del Castillo

Lisa Bradner

Attorneys for Plaintiffs LARISA YEVTUKH
and ALEXANDER YEFIMOV

JURY TRIAL DEMAND

Plaintiffs LARISA YEVTUKH and ALEXANDER YEFIMOV hereby demand a trial by jury.

Dated: June 22, 2023

Castle Law: California Employment Counsel, PC

By: _____



Timothy B. Del Castillo

Lisa Bradner

Attorneys for Plaintiff LARISA YEVTUKH
and ALEXANDER YEFIMOV