

DIRECTOR OF THE DEPARTMENT OF LABOR & INDUSTRIES  
STATE OF WASHINGTON

In the Matter of:

IDEAL COUNTERTOPS, LLC, and IGOR  
DEMCHENKOV

Employer

OAH Docket No. 08-2019-LI-01155  
Citation No. W-400-19

NO. 2020-006-WPA

DIRECTOR'S ORDER

RCW 49.48.084(4); RCW 34.05

Joel Sacks, Director of the Washington State Department of Labor & Industries, having considered the Initial Order, having considered the petition for administrative review filed by the Department of Labor & Industries Employment Standards Program (the Department), briefing submitted to the Director's Office, and having reviewed the record created at hearing and the records and files herein, issues this Director's Order.

The only items contested in the Initial Order by the Department are conclusions of law no. 5.6 and 6.5, therefore all the findings of fact and the conclusions of law are adopted and incorporated in this decision. The following additional findings and conclusions are made:

I. FINDINGS OF FACT

1. On December 23, 2019, the Office of Administrative Hearings issued the Initial Order. The Department timely appealed on January 16, 2020. Ideal Countertop did not appeal.
2. The Employer had a prior final and binding citation for a willful violation within three years of the date of the citation at issue here.

DIRECTOR'S ORDER

RCW 49.48.084(4); RCW 34.05

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OFFICE OF THE DIRECTOR  
DEPARTMENT OF LABOR & INDUSTRIES  
P.O. BOX 44001  
OLYMPIA, WA 98504-4001

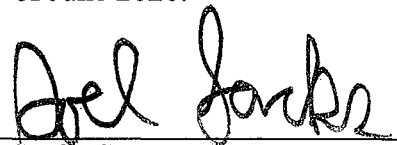
## II. CONCLUSIONS OF LAW

1. On the Department's timely appeal, the Director has the authority to consider this appeal.
2. For the Employer's willful violation, a penalty of \$2000 is appropriate. RCW 49.48.083 does not bind the Department to a \$1000 minimum penalty when the maximum penalty is \$20,000. A \$2000 penalty is assessed here because of the previous willful penalty.

## III. ORDER

1. Citation and Notice of Assessment W-400-19 is AFFIRMED.
2. Ideal Countertops LLC and Igor Demchenkov violated RCW 49.48.010 by failing to pay final wages to Omar Carmona for hours worked from July 2, 2018 to July 27, 2018.
3. Ideal Countertops LLC and Igor Demchenkov are liable for \$5,205 in unpaid wages and \$469.91 in interest owed to Omar Carmona.
4. Ideal Countertops LLC and Igor Demchenkov shall pay interest in the amount of 1% of the unpaid wages for each month these wages are unpaid and to accrue at the rate of 1% for each month that the interest is unpaid, all calculated accordingly by the Department of Labor and Industries.
5. Ideal Countertops LLC and Igor Demchenkov must pay a \$2,000 penalty for willfully violating the wage payment requirements of RCW 49.48.010 for Citation W-400-19.
6. The Department of Labor and Industries may impose personal liability upon Igor Demchenkov, as an individual, for the unpaid wages, interest, and penalty recited above.

DATED at Tumwater, Washington, this 2 day of June 2020.



JOEL SACKS  
Director

## SERVICE

This Order was served on you the day it was deposited in the United States mail. RCW 34.05.010(19).

## APPEAL RIGHTS

**Reconsideration.** Any party may file a petition for reconsideration. RCW 34.05.470. Any petition for reconsideration must be filed within 10 days of service of this Order and must state the specific grounds on which relief is requested. No matter will be reconsidered unless it clearly appears from the petition for reconsideration that (a) there is material clerical error in the order **or** (b) there is specific material error of fact or law. A petition for reconsideration, together with any argument in support thereof, should be filed by mailing, or by emailing to [DirectorAppeal@LNI.WA.GOV](mailto:DirectorAppeal@LNI.WA.GOV), or delivering it directly to Joel Sacks, Director of the Department of Labor and Industries, P. O. Box 44001 Olympia, Washington 98504-4001, with a copy to all other parties of record and their representatives. Filing means actual receipt of the document at the Director's Office. RCW 34.05.010(6).

**NOTE: A petition for reconsideration is not required before seeking judicial review.** If a petition for reconsideration is filed, however, the 30-day period will begin to run upon the resolution of that petition. A timely filed petition for reconsideration is deemed to be denied if, within twenty (20) days from the date the petition is filed, the Director does not (a) dispose of the petition **or** (b) serve the parties with a written notice specifying the date by which it will act on the petition. RCW 34.05.470(3).

**Judicial Review.** Any petition for judicial review must be filed with the appropriate court and served within 30 days after service of this Order. RCW 34.05.542. RCW 49.48.084(5) provides, "Orders that are not appealed within the time period specified in this section and Chapter 34.05 RCW are final and binding, and not subject to further appeal." Proceedings for judicial review may be instituted by filing a petition in superior court according to the procedures specified in chapter 34.05 RCW, Part V, Judicial Review and Civil Enforcement.

**DECLARATION OF MAILING**

I, Lisa Deck, hereby declare under penalty of perjury under the laws of the State of Washington, that the DIRECTOR'S ORDER was mailed on the 2 day of June 2020, via U.S. Mail, postage prepaid, to the following:

Ideal Countertops, LLC  
c/o Igor Demchenkov  
105 Wheatfield Court  
Nicholasville, KY 40356

Kevin Elliott, AAG  
Office of the Attorney General  
1116 W Riverside Avenue, Suite 100  
Spokane, WA 99201

Omar Carmona  
33306 17th Lane S.  
Federal Way, WA 98003

DATED this 2 day of June 2020, at Tumwater, Washington.

  
\_\_\_\_\_  
Lisa Deck

**WASHINGTON STATE  
OFFICE OF ADMINISTRATIVE HEARINGS**

In the matter of:

Ideal Countertops, LLC,

Appellant.

Docket No. 08-2019-LI-01155

**INITIAL ORDER**

Agency: Labor and Industries

Program: Wage Payments

Agency No. W-400-19

**Language Access Notice**

**English**

This document has important information about your hearing. If you do not appear or take other action, you could lose important rights. Please call 1-800-845-8830 if you need help understanding this document.

**Spanish**

Este documento contiene información importante sobre su audiencia. Si usted no se presenta o no toma otra acción, usted podría perder derechos importantes. Por favor llame al 1-800-845-8830 si usted necesita ayuda para entender este documento.

**1. ISSUES**

- 1.1. Did Ideal Countertops LLC and Igor Demchenkov violate RCW 49.48.010 by failing to pay final wages to Wage Claimant Omar Carmona for work performed during the period of July 2, 2018 to July 27, 2018, as alleged in the Citations and Notices of Assessment for Wage Payment Violations, W-400-19, issued by the Department of Labor and Industries on April 26, 2019?
- 1.2. If so, what is the amount of wages owed, including interest, and what is the appropriate interest, if any?

**2. ORDER SUMMARY**

- 2.1. Ideal Countertops LLC and Igor Demchenkov violated RCW 49.48.010 by failing to pay final wages to Omar Carmona for hours worked from July 2, 2018 to July 27, 2018. Citation and Notice of Assessment W-400-19 is AFFIRMED in part, and MODIFIED as to the penalty imposed.
- 2.2. Ideal Countertops LLC and Igor Demchenkov are liable for \$5,205 in unpaid wages owed to Omar Carmona.

- 2.3. Ideal Countertops LLC and Igor Demchenkov shall pay interest in the amount of 1% of the unpaid wages for each month these wages are unpaid and to accrue at the rate of 1% for each month that the interest is unpaid, all calculated accordingly by the Department of Labor and Industries.
- 2.4. Ideal Countertops LLC and Igor Demchenkov must pay a \$1,000 penalty for willfully violating the wage payment requirements of RCW 49.48.010 for Citation W-400-19.
- 2.5. The Department of Labor and Industries may impose personal liability upon Igor Demchenkov, as an individual, for the unpaid wages, interest, and penalty recited above.

### 3. HEARING

- 3.1. Hearing Date: December 5, 2019
- 3.2. Administrative Law Judge: Jane Cantor Shefler
- 3.3. Appellant: Ideal Countertops LLC and Igor Demchenkov
  - 3.3.1. Representative: Igor Demchenkov, *pro se*
- 3.4. Agency: Department of Labor and Industries
  - 3.4.1. Representative: Kevin Elliott, Assistant Attorney General
  - 3.4.2. Witnesses:
    - 3.4.2.1. Omar Carmona, Wage Claimant
    - 3.4.2.2. Rafael Carmona Ramos, Former Employee
    - 3.4.2.3. Alfredo Di Tolla, Industrial Relations Agent
- 3.5. Other:
  - 3.5.1. Observer: Bobbi Ewert, Legal Assistant, Office of the Attorney General, was present as an observer.
  - 3.5.2. Interpreter: Teresa Ost, Four Corners Translation LLC, translated the testimony of Omar Carmona between the Spanish and English languages.
  - 3.5.3. Court Reporter: The hearing was recorded by Rachael Hall from Central Court Reporting and Video. She can be reached at: [rhall@centralcourtreporting.com](mailto:rhall@centralcourtreporting.com).
- 3.6. Exhibits: Department Exhibits 1 through 22 were admitted. The Appellant did not submit proposed exhibits for consideration.

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#### 4. FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

##### *Jurisdiction*

- 4.1. On April 26, 2018 the Department of Labor and Industries (“Department”) issued Citations and Notices of Assessment No. W-400-19 to Ideal Countertops and Igor Demchenkov, as an individual, alleging the failure to pay wages and a final paycheck to Omar Carmona for the period of July 2, 2018 through July 27, 2018. *Exhibit 19.*
- 4.2. Ideal Countertops and Mr. Demchenkov timely appealed. *Exhibit 20.*

##### *Ideal Countertops*

- 4.3. During the time at issue, Ideal Countertops was a registered limited liability company wholly owned by Mr. Demchenkov. The registration expired on February 28, 2019. *Exhibit 3, page 4.* The company specialized in the fabrication and installation of granite and other stone countertops, pursuant to a general contractor’s license. *Exhibit 3, page 5; Testimony of Omar Carmona (Carmona Testimony); Testimony of Rafael Carmona Ramos (Ramos Testimony).* *Exhibit 3, page 5.*
- 4.4. In July 2018, Ideal Countertops employed the Wage Claimant, Omar Carmona, and his son, Rafael Carmona Ramos. Mr. Carmona first became employed on or about March 1, 2018. He worked full-time as the shop foreman or lead, at a rate of \$30.00 per hour. He was given assignments by Mr. Demchenkov. As the shop foreman, Mr. Carmona determined how best to complete the work. He cut granite and other stones and fabricated countertops from the cut stone. Mr. Ramos also worked at the shop, helping to manufacture the countertops. He also performed some installations. *Exhibit 6; Carmona Testimony; Ramos Testimony; Testimony of Igor Demchenkov (Demchenkov Testimony).*
- 4.5. During the time Mr. Carmona worked for Ideal Countertops, he clocked in and out by sending text messages to Mr. Demchenkov. Until July 2018, Mr. Carmona was regularly paid bi-monthly by check. The first check of each month was a personal check issued by Mr. Demchenkov, but the second one was issued by a payroll company, accounting for the full months’ wages. *Exhibit 2, page 1; Demchenkov Testimony.*
- 4.6. By the end of June 2018, Mr. Demchenkov began the process of selling the business and moving to Kentucky. He consulted with an attorney, who developed a purchase and sale agreement with Kenneth Casem. Mr. Casem took over the daily operations of the business beginning July 1, and he was to complete the purchase on August 15, 2018. With this agreement in place, Mr. Demchenkov went to

Kentucky to facilitate his family's move there. He was in Kentucky throughout July. *Demchenkov Testimony.*

- 4.7. When Mr. Demchenkov went to Kentucky, he left the company cell-phone with Mr. Casem. Mr. Carmona and his son continued to work for Ideal Countertops under the direction of Mr. Casem. They continued to clock in and out by text message. Mr. Carmona worked as he had before, Monday through Friday, 8 to 9 hours per day. *Exhibit 10, page 3; Exhibit 6; Carmona Testimony; Ramos Testimony.*
- 4.8. Although Mr. Carmona asked to be paid for the hours worked, Mr. Casem did not make arrangements for payment. He deferred to Mr. Demchenkov. Mr. Carmona and his son called Mr. Demchenkov, asking for payment. Mr. Demchenkov told them that he could not issue checks to them because he was out-of-state. He also told them that he unable to pay them for their work because he did not have the funds, that the only way he would have the money would be if they continued to work, completing the current projects. *Ramos Testimony.* Near the end of July, Mr. Demchenkov sent \$1,000 to Mr. Casem, which was paid to Mr. Ramos as incentive to complete the last project. *Demchenkov Testimony; Ramos Testimony.*
- 4.9. On July 26, 2018, Mr. Carmona quit his job because he was no longer willing to work without payment. However, his son asked him to help with the cutting and fabrication of a countertop made from a material that he did not have the knowledge or skill to work with. For this reason, Mr. Carmona worked one more day, on July 27, to assist his son with the completion of the project. *Carmona Testimony; Ramos Testimony.*
- 4.10. Mr. Casem did not purchase the business as agreed. When the sale did not go through, Mr. Demchenkov liquidated the remaining assets and materials. He used the funds to pay outstanding obligations, but did not pay Mr. Carmona for the hours he worked in July.

#### *Wage Complaint and Investigation*

- 4.11. On or about August 28, 2018, Mr. Carmona filed a wage complaint with the Department. *Exhibit 1, page 2; Exhibit 4.*
- 4.12. The Department assigned Alfredo Di Tolla, Industrial Relations Agent, to investigate the claim. Mr. Di Tolla contacted Mr. Carmona to gather more information. Mr. Di Tolla asked Mr. Carmona to provide a daily breakdown of hours worked, by submitting a copy of the original record of hours or reconstruction. Mr. Di Tolla sent Mr. Carmona a letter outlining what the Department needed. *Exhibits 9 - 10.*
- 4.13. On August 18, 2018, Mr. Di Tolla sent a letter to Ideal Countertops and Mr. Demchenkov indicating that a wage complaint has been filed against them and requested employer records. Mr. Di Tolla also attempted to call Mr. Demchenkov.



He called both the numbers listed on the wage complaint. One number was no longer in service and voice mail on the other was not yet set up. Mr. Di Tolla was unable to leave any message. *Exhibit 2, page 2.*

- 4.14. Mr. Carmona provided a reconstruction of hours worked. *Exhibit 10, page 3.* Mr. Di Tolla used this information to construct the wage transcription sheets. Based on Mr. Carmona's reconstruction, he worked 160 regular hours and 9 hours of overtime from July 2, 2018 through July 27, 2018. At a rate of \$30.00 per hour, Mr. Carmona should have been paid a total of \$5,205.00. *Exhibit 11.*
- 4.15. Mr. Demchenkov did not respond to the Department's initial request for information. On November 30, 2018, Mr. Di Tolla sent him a demand letter, by regular mail and by email. *Exhibits 14 – 15.* On the same date, Mr. Di Tolla telephoned Mr. Demchenkov, leaving a message, advising him of the wage claim and informing him of the demand letter. *Exhibit 2, page 3.* This letter was sent to the address of record of Ideal Countertops in Lynnwood, Washington, and was returned as undelivered. The postal service provided a forwarding address. *Exhibit 15, page 3.* Correspondence sent to the new address was returned as unclaimed. *Exhibit 17, page 3.*
- 4.16. Throughout the investigation, Mr. Demchenkov did not respond to nor provide any documents or records to the Department. The Department then issued Citations and Notices of Assessment No. W-400-19, to Ideal Countertops and Mr. Demchenkov, with a total amount owing of \$7,674.91, which included interest and a penalty of \$2,000. *Testimony of Alfredo Di Tolla; Exhibit 19.*
- 4.17. In the appeal of the Citations, Mr. Demchenkov disputed the number of hours claimed, but not the employment relationship with Mr. Carmona. *Exhibit 20.*

## **5. CONCLUSIONS OF LAW**

Based upon the facts above, I make the following conclusions:

### *Jurisdiction*

- 5.1. I have jurisdiction over the persons and subject matter of this wage complaint under RCW 49.48.084(3) and Chapter 34.05 RCW.

### *Burden of Proof*

- 5.2. The Fair Labor Standards Act of 1938 ("FLSA") deals with overtime and minimum wage requirements for employees. The Washington Minimum Wage Act ("WMWA"), RCW 49.46 and the Wage Payment Act, RCW 49.48 ("WPA") are based on the FLSA.

- 5.3. The WPA authorizes the Department to investigate when an employee files a wage complaint. RCW 49.48.083(1). If the Department finds that the employer has violated one or more wage payment requirements, it should issue a citation and notice of assessment, which may include ordering the employer to pay all wages owed plus 1% interest per month on all unpaid wages. RCW 49.48.083(2). If the Department determines that the employer has complied with the law, the Department shall issue a Determination of Compliance. RCW 49.48.083(1).
- 5.4. Under the WPA, the wage claimant has the initial burden of showing *prima facie* evidence of a wage payment law violation. See, *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687-688, S.Ct. 1187, 90 L.Ed. 1515 (1946) (federal minimum wage law under the FLSA); *MacSuga v. County of Spokane*, 97 Wn.App. 435, 445-446, 983 P.2d 1167 (1999). The *prima facie* showing must be supported by a preponderance of the evidence.
- 5.5. A preponderance of the evidence is that evidence which, when fairly considered, produces the stronger impression, has the greater weight, and is the more convincing as to its truth when weighed against the evidence in opposition thereto. *Yamamoto v. Puget Sound Lbr. Co.*, 84 Wash. 411, 146 Pac. 861 (1915).
- 5.6. Substantial evidence must be presented and must be "sufficient to persuade a fair-minded person of the truth or correctness of the matter." *Ongom v. Dept. of Health*, 124 Wn App. 935, 948-49, 104 P.3d 29 (2005), *reviewed on other grounds*, 155 Wn.2d 1001, 122 P.3d 185 (2005).
- 5.7. The burden shifts to the employer to show the precise amount of work performed, or to negate the wage claimant's evidence of hours worked. *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946); *MacSuga*, *supra* at 445.

#### *Applicable Law*

- 5.8. Under the Wage Payment Act and the Minimum Wage Act, Chapter 49.46 RCW, "employers" are "any individual, partnership, association, corporation, business trust, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee." RCW 49.46.010(4). Employers are liable for wage payment violations, including deductions, minimum wage, overtime, final wages, and agreed wages. RCW 49.48.082(6), RCW 49.48.083(2).
- 5.9. Wage payment requirements are those "set forth in RCW 49.46.020, 49.46.130, 49.48.010, 49.52.050, or 49.52.060, and any related rules adopted by the department." RCW 49.48.082(10). These wage payment requirements include, but are not limited to, requirements to pay minimum wages, overtime wages, agreed wages, and wages for final pay periods. RCW 49.48.082(12).

- 5.10. Any hours worked above forty hours in a workweek must be paid at one and one-half the worker's regular rate of pay. RCW 49.46.130. The statute provides exemptions to the overtime pay found in RCW 49.46.130(2), but as shop foreman, Mr. Carmona is not an exempt employee and must be paid overtime wages.
- 5.11. RCW 49.46.010(7) defines "wage" as "compensation due to an employee by reason of employment, payable in legal tender of the United States or checks on banks convertible into cash on demand at full face value, subject to such deductions, charges, or allowances as may be permitted by rules by the director."
- 5.12. When an employee ceases to work for an employer, whether by discharge or by a voluntary withdrawal, the employer must pay all wages due. RCW 49.48.010.
- 5.13. Hours worked means all hours which the worker is authorized or required by the business to be on the premises or at a prescribed work place. WAC 296-126-002(8). This could include travel time, training, and meeting time, wait time, on-call time, and time for putting on and taking off uniforms and also may include meal periods. RCW 49.48, 49.46 and 49.52.
- 5.14. It is the employer's responsibility to keep records regarding employee hours. Employers shall "make, keep, and preserve such records of the persons employed and of the wages, hours, and other conditions and practices of employment. RCW 49.46.040(3).
- 5.15. When the employee does not keep or provide records, the Department allows for reasonable reconstruction of hours. "[T]he employee must first show by reasonable inference the number of hours worked to shift the burden onto the employer to provide otherwise." *MacSuga, supra, at 445*.
- 5.16. Ideal Countertops did not provide employment records to the Department. The Department was correct to rely on Mr. Carmona's reconstruction of hours worked.
- 5.17. The employer cannot require employees to work on a "contingency" basis. They must be paid wages for hours worked. Before he left for Kentucky, Mr. Demchenkov delegated management of the business to the prospective buyer. He did not terminate Mr. Carmona's employment while he was out-of-state. Yet, he expected Mr. Carmona to work with payment contingent upon completion of the projects and payment by the customers.
- 5.18. Ideal Countertops violated RCW 49.48.010 by failing to pay Mr. Carmona a final paycheck for 160 regular hours and 9 overtime hours worked at a rate of \$30/hour (\$45/hour overtime) from July 2, 2018 through July 27, 2018. Mr. Carmona is owed \$5,205.00.

*Personal Liability of Igor Demchenkov.*

- 5.19. Personal liability for wage claim violations is imposed under RCW 49.52.050. Under that statute, liability is imposed on employers, officers, vice principals or agents of any employer for violation of wage payment laws, including the violations at issue here. An vice principal or agent must have the authority to make decisions regarding the payment of wages, and that person must have acted pursuant to that authority in withholding the wages to which the worker is lawfully entitled or individual liability cannot be imposed. *Ellerman v. Centerpoint Prepress Inc.*, 143 Wn.2d 514, 22 P.3d 795 (2001).
- 5.20. Mr. Demchenkov is the sole member of Ideal Countertops LLC. He had control over the work performed by the Wage Claimant, even after he delegated the day-to-day management of the company to the prospective buyer. For purposes of RCW 49.48.010, Mr. Demchenkov was an employer. The Department may impose personal liability on Mr. Demchenkov for wages owed to the Mr. Carmona.

*Interest on Unpaid Wages*

- 5.21. Unpaid wages may accrue interest at the rate of 1% of the unpaid wage amount until payment is received by the Department, calculated from the first date wages were owed to the employee. RCW 49.48.083. Thus, the Department correctly calculated interest up to the time it issued Citation and Notice of Assessment No. W-400-19. Interest will continue to accrue at the same rate until such time as Ideal Countertops and Mr. Demchenkov pay the wages due.

*Penalty for Willful Violation*

- 5.22. If the Department determines that the violation of the wage payment requirement was a willful violation, the Department may order the employer to pay the Department a civil penalty of 10% of the total unpaid wages or \$1,000.00, whichever is greater, but not more than \$20,000.00. RCW 49.48.083(3)(a).
- 5.23. Here, the Employer violated the wage laws by failing to pay all wages due to the Wage Claimant. At issue is whether that failure was willful.
- 5.24. RCW 49.48.082(11) defines "willful" as a "knowing and intentional action that is neither accidental nor the result of a bona fide dispute . . .". See also, *Schilling v. Radio Holdings, Inc.*, 136 Wn.2d 152, 159-60, 961 P.2d 371 (1998) (willful means the result of a knowing and intentional action); *Morgan v. Kingen*, 166 Wn.2d 526, 534, 210 P.3d 995 (2009) (willful means volitional, knowledgeable, intentional).
- 5.25. Ideal Countertops did not assert that its failure to pay final wages was an error. Mr. Demchenkov withheld payment pending completion of the projects and receipt of payment by customers. However, he did not pay Mr. Carmona after the projects were completed. Any funds he may have received for the completed projects or

from the liquidation of the business assets were used to reduce other debts. The Employer's failure to pay wages was neither accidental or the result of a bona fide dispute. Therefore, the Employer's failure to pay wages was willful.

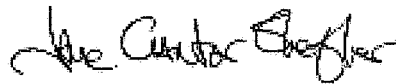
- 5.26. The Department assessed a penalty of \$2,000. The total of wages owed is \$5,205.00. Ten percent of this amount is \$520.50, an amount less than \$1,000. The assessed penalty of \$2,000 is excessive under RCW 49.48.083(3)(a). The appropriate penalty is \$1,000.00.

## 6. INITIAL ORDER

IT IS HEREBY ORDERED THAT:

- 6.1. Citation and Notice of Assessment W-400-19 is **AFFIRMED** in part, and **MODIFIED** as to the penalty imposed.
- 6.2. Ideal Countertops LLC and Igor Demchenkov violated RCW 49.48.010 by failing to pay final wages to Omar Carmona for hours worked from July 2, 2018 to July 27, 2018.
- 6.3. Ideal Countertops LLC and Igor Demchenkov are liable for \$5,205 in unpaid wages owed to Omar Carmona.
- 6.4. Ideal Countertops LLC and Igor Demchenkov shall pay interest in the amount of 1% of the unpaid wages for each month these wages are unpaid and to accrue at the rate of 1% for each month that the interest is unpaid, all calculated accordingly by the Department of Labor and Industries.
- 6.5. Ideal Countertops LLC and Igor Demchenkov must pay a \$1,000 penalty for willfully violating the wage payment requirements of RCW 49.48.010 for Citation W-400-19.
- 6.6. The Department of Labor and Industries may impose personal liability upon Igor Demchenkov, as an individual, for the unpaid wages, interest, and penalty recited above.

Issued from Tacoma, Washington on the date of mailing.



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Jane Shefler  
Administrative Law Judge  
Office of Administrative Hearings

**CERTIFICATE OF SERVICE ATTACHED**

## PETITION FOR REVIEW

Any party that disputes this Initial Order may file a Petition for Administrative Review with the Director of the Department of Labor and Industries.<sup>1</sup> You may e-mail your Petition for Administrative Review to the Director at [directorappeal@lni.wa.gov](mailto:directorappeal@lni.wa.gov). You may also mail or deliver your Petition for Administrative Review to the Director at the Department's physical address listed below.

Mailing Address:

Director  
Department of Labor and Industries  
PO Box 44001  
Olympia, WA 98504-4001

Physical Address:

7273 Linderson Way SW  
Tumwater, WA 98501

If you e-mail your Petition for Administrative Review, please do not mail or deliver a paper copy to the Director.

Whether you e-mail, mail or deliver the Petition for Administrative Review, the Director *must actually receive* the Petition for Administrative Review during office hours at the Director's office within 30 days of the date this Initial Order was mailed to the parties. You must also provide a copy of your Petition for Administrative Review to the other parties at the same time.

If the Director does not receive a Petition for Administrative Review within 30 days from the date of the Initial Order, the Initial Order shall become final with no further right to appeal.<sup>2</sup>

If you timely file a Petition for Administrative Review, the Director will conduct an administrative review under chapter 34.05 RCW.

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<sup>1</sup> RCW 49.48.084 and RCW 34.05.464.

<sup>2</sup> RCW 49.48.084 and Chapter 34.05 RCW.

**CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 08-2019-LI-01155**

I certify that true copies of this document were served from Tacoma, Washington via Consolidated Mail Services upon the following as indicated:

Ideal Countertops, LLC c/o Igor Demchenkov 105 Wheatfield Court Nicholasville, KY 40356 <b><i>Appellant/Employer</i></b>	<input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail, Return Receipt 9489 0090 0027 6081 4137 35 <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail
Ideal Countertops, LLC 4141 Reserve Road, Apt. 306 Lexington, KY 40514 <b><i>Appellant/Employer</i></b>	<input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail, Return Receipt 9489 0090 0027 6081 4137 42 <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail
Kevin Elliott, AAG Office of the Attorney General 1116 W Riverside Ave Ste 100 Spokane, WA 99201 <b><i>Respondent Representative</i></b>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail
Omar Carmona 504 21st SE Apt. D Auburn, WA 98002 <b><i>Intervenor/Wage Claimant</i></b>	<input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail, Return Receipt 9489 0090 0027 6081 4137 59 <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail

Date: Monday, December 23, 2019

OFFICE OF ADMINISTRATIVE HEARINGS

*Carla Sullivan*

Carla Sullivan  
 Legal Assistant 2