

1 DIVISION OF LABOR STANDARDS ENFORCEMENT

Department of Industrial Relations

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6
7 **BEFORE THE DIVISION OF LABOR STANDARDS ENFORCEMENT**

8 **DEPARTMENT OF INDUSTRIAL RELATIONS**

9 **STATE OF CALIFORNIA**

10
11 In The Matter of Debarment Proceeding
12 Against:

CASE NO. 40-63204

13 MILES CONSTRUCTION GROUP, INC., a
14 California Corporation; COLTON JAMES
15 WHITE, an individual and in his capacity as
16 Chief Executive Officer and Responsible
Managing Employee of MILES
CONSTRUCTION GROUP, INC.,

17 Respondents.

**ORDER OF THE LABOR
COMMISSIONER ON STIPULATION TO
DEBARMENT**

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20 WHEREAS Respondents stipulated to debarment as follows:

- 21 1. Respondent MILES CONSTRUCTION, GROUP, INC. is the holder of California
22 Contractors State Board license number 976339.
- 23 2. Respondent COLTON JAMES WHITE is the Chief Executive Officer, sole Director, and
24 Responsible Managing Employee of MILES CONSTRUCTION GROUP, INC.
- 25 3. Respondents entered into a STIPULATION FOR DEBARMENT. (See paragraph 6c of the
26 attached RELEASE AGREEMENT.)

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- 1 4. Based on the STIPULATION FOR DEBARMENT, Respondents shall be ineligible for a
2 period of 36 months, beginning July 23, 2025, to do the following:
3 a. Bid on or be awarded a public works project; and/or
4 b. Perform work as a subcontractor on a public works project, as defined by Labor
5 Code, Division 2, Part 7, Chapter 1, beginning at Section 1720.

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7 Dated: July 23, 2025

DIVISION OF LABOR STANDARDS ENFORCEMENT
California Department of Industrial Relations

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10 By: Lilia Garcia-Brower
Lilia Garcia-Brower
11 LABOR COMMISSIONER
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RELEASE AGREEMENT

This Agreement is made between the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California ("DLSE"), and Miles Construction Group, Inc., a California Corporation, holding Contractors State License Board license number #976339 ("MILES CONSTRUCTION"), and Colton James White, its Chief Executive Officer, sole Director, and Responsible Managing Employee, an individual ("WHITE"), with reference to the following facts:

RECITALS

1. On October 18, 2022, DLSE served a Civil Wage and Penalty Assessment ("CWPA") on prime contractor Icon West, Inc. ("ICON WEST"), the Department of General Services ("AWARDING BODY"), and subcontractor MILES CONSTRUCTION, in DLSE Case No. 40-63204, claiming gross wages and training funds due and owing in the amount of \$63,875.08, penalties pursuant to Labor Code section 1775 in the amount of \$30,180.00, penalties pursuant to Labor Code section 1813 in the amount of \$50.00, penalties pursuant to Labor Code section 1777.7 in the amount of \$21,480.00, and potential liquidated damages in the amount of \$63,875.08, said amounts alleged to be due and owing by ICON WEST and MILES CONSTRUCTION as a result of violations of the prevailing wage laws of the State of California involving workers employed by MILES CONSTRUCTION and

violations of ICON WEST's and MILES CONSTRUCTION's duties and obligations pursuant to Labor Code 1777.5 relating to the employment of apprentices on a public works project awarded to ICON WEST by AWARDING BODY, known as South Operations Headquarters Relocation ("PROJECT").

2. ICON WEST filed a Request for Review of the CWPA, which was titled In the Request for Review of ICON WEST, OD Legal Case No. 22-0089-PWH with the Office of the Director, Department of Industrial Relations ("THE ICON WEST LITIGATION").

3. MILES CONSTRUCTION also filed a Request for Review of the CWPA, which is now pending In the Request for Review of MILES CONSTRUCTION, OD Legal Case No. 22-0383 with the Office of the Director, Department of Industrial Relations ("THE MILES LITIGATION").

4. On or about June 6, 2024, in THE ICON WEST LITIGATION, DLSE received a settlement payment in the amount of \$80,000.00 from ICON WEST. ICON WEST's settlement payment was allocated as follows: \$60,875.08 in wages; \$2,902.80 in training funds; \$11,005.92 in interest on wages; \$3,018.00 in Labor Code section 1775 penalties; \$50.00 in Labor Code section 1813 penalties; and \$2,148.00 in Labor Code section 1777.7 penalties.

5. DLSE credited ICON WEST's settlement payment, as set forth in paragraph 4, towards MILES CONSTRUCTION's liability, thus

reducing DLSE's claims against MILES CONSTRUCTION to the following: \$63,778.08 in liquidated damages; \$27,162.00 in penalties under Labor Code section 1775; \$19,332.00 in penalties pursuant to Labor Code section 1777.7; and \$22,385.75 in remaining and unpaid accrued interest on wages.

6. MILES CONSTRUCTION and DLSE agree to resolve all remaining claims concerning the CWPA and THE MILES LITIGATION, as follows:

a. Immediately after signing this Release Agreement, MILES CONSTRUCTION will send an e-mail to the Hearing Officer in THE MILES LITIGATION, addressed to NOchoa@dir.ca.gov, with a copy e-mailed to ssonnenburg@dir.ca.gov, withdrawing its request for review.

b. MILES CONSTRUCTION will pay to DLSE the amount of \$15,994.52 ("SETTLEMENT AMOUNT"), representing \$15,994.52 in liquidated damages. Payment of the SETTLEMENT AMOUNT shall be received by DLSE in three installments according to the following payment schedule:

Payment 1: \$5,000.00 due on or before August 22, 2025;

Payment 2: \$5,000.00 due on or before November 20, 2025;

Payment 3: \$5,994.52 due on or before February 18, 2026.

Payments shall be made by delivering check(s) made payable to

"DIVISION OF LABOR STANDARDS ENFORCEMENT" to the following address:

**Division of Labor Standards Enforcement
Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196**

Case #40-63204 shall be written on the payment check(s).

c. MILES CONSTRUCTION and WHITE stipulate to debarment as follows (these terms are hereafter referred to as the "STIPULATION OF DEBARMENT"):

- i. MILES CONSTRUCTION and WHITE agree to debarment as public works contractors, pursuant to Labor Code section 1777.1, subdivisions (b) and (d) for the period of 36 months, beginning on July 23, 2025, and irrevocably agree that there is a factual basis for their debarment based on the allegations in paragraph 1 above.
- ii. MILES CONSTRUCTION and WHITE understand, agree and acknowledge that during their 36-month period of debarment, MILES CONSTRUCTION and WHITE, and any firm or corporation in which they have an interest, as defined in Labor Code section 1771.1, subdivision (h), are ineligible to bid on or be awarded a contract for a public works project and/or perform work as a

subcontractor on a public works project.

7. MILES CONSTRUCTION and WHITE agree and understand that the SETTLEMENT AMOUNT is only intended to pay a portion of liquidated damages identified in paragraph 1 above, and will not go toward payment of penalties, but that DLSE accepts the debarment established in paragraph 6c above, as consideration for penalties otherwise due with regard to the CWPA and THE MILES LITIGATION.

8. DLSE agrees that once full payment of the SETTLEMENT AMOUNT is timely made, and MILES CONSTRUCTION's and WHITE's period of debarment is served, MILES CONSTRUCTION will be released of the CWPA identified herein.

9. MILES CONSTRUCTION agrees that time is of the essence, that timely payment as specified herein is a material part of this agreement, and that should payment be made late, MILES CONSTRUCTION shall be in breach of this agreement.

10. MILES CONSTRUCTION agrees that in the event MILES CONSTRUCTION fails to timely make a payment toward the SETTLEMENT AMOUNT, and/or in the event MILES CONSTRUCTION or WHITE fail to abide by the terms of the STIPULATION FOR DEBARMENT, DLSE will enter judgment for the full amount of the CWPA against MILES CONSTRUCTION, including applicable liquidated damages and

interest, less credit for any payments actually made toward the SETTLEMENT AMOUNT.

11. This agreement does not contemplate or address responsibility for payment of taxes on the SETTLEMENT AMOUNT.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the timely payment(s) to the DLSE of the SETTLEMENT AMOUNT and conditioned upon said payment(s), and in further consideration for MILES CONSTRUCTION's immediate withdrawal of its Request(s) for Review, and in further consideration of MILES CONSTRUCTION's and WHITE's successful completion of the terms of debarment, DLSE will release MILES CONSTRUCTION from any liability relating to THE MILES LITIGATION and the CWPA including claims for money on: Unpaid prevailing wages, interest under Labor Code section 1741, liquidated damages under Labor Code section 1742.1, and monetary penalties under Labor Code sections 1775, 1777.7 and 1813, (including costs and attorney fees) resulting from any claims of work performed by workers employed on the PROJECT by MILES CONSTRUCTION.

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I hereby certify that I have read all of this Release Agreement, and fully understand same, and in witness thereof I have executed this Release Agreement on this 22nd day of July 2025 at Van Nuys California.

Under penalty of perjury, the undersigned represents and warrants that she or he has full authority to execute this Release Agreement on behalf of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, and that no legislative act or judicial act or approval is necessary to give effect to this Release Agreement.

DIVISION OF LABOR STANDARDS ENFORCEMENT
Department of Industrial Relations
State of California

By: Fabian Cazares
FABIAN CAZARES
Senior Deputy Labor Commissioner

Approved as to form and content:

By: Sonja Sonnenburg
SONJA SONNENBURG
Attorney for the Labor Commissioner

I hereby certify that I have read this Release Agreement and fully understand and agree to it, warrant that I have full authority to execute this Release Agreement, on behalf of myself in my individual capacity and for MILES CONSTRUCTION, and in witness thereof I have executed this Release Agreement on this 21 day of July 2025, at Santa Barbara, CA.

MILES CONSTRUCTION GROUP, INC.


By: Colton White (Jul 21, 2025 17:51 EDT)
COLTON JAMES WHITE
Chief Executive Officer

Approved as to form and content:


By: _____
KRISTI ROTHSCILD
Attorney for Miles Construction
Group, Inc.