

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

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Attorney for the Labor Commissioner

**BEFORE THE DIVISION OF LABOR STANDARDS ENFORCEMENT
DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF CALIFORNIA**

In the matter of the
Debarment Proceeding Against,

UNIQUE CONSTRUCTION &
DEVELOPMENT, INC.; CHONG GIL LEE, an
individual and CEO of UNIQUE
CONSTRUCTION & DEVELOPMENT, INC.;
and JAMES LEE, an individual and CFO of
UNIQUE CONSTRUCTION &
DEVELOPMENT, INC.,

Respondents.

Case Number: 40-76516-977

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

Whereas Respondent stipulated to debarment as follows:

1. Respondents are the holder of California Contractors State License Board
license number 830772.
2. Respondents entered into the attached Debarment Stipulation. (See paragraph
5 of the attached Release Agreement and Debarment Stipulation.)

1 3. Based on the Debarment Stipulation, Respondents, and any other officer or
2 director of UNIQUE CONSTRUCTION & DEVELOPMENT, INC., and any
3 firm, corporation, partnership, or association in which Respondents have any
4 interest as defined in Labor Code section 1777.1, subdivision (h), or any
5 substantial interest as defined in California Code of Regulations, Title 8,
6 section 16800, shall be ineligible for a period of three years, beginning July 1,
7 2025, to do either of the following:

- 8 A. Bid on or be awarded a contract for a public works project as
9 defined by Labor Code sections 1720, 1720.2, and 1720.3; or
10 B. Perform work as a subcontractor on a public works project as
11 defined by Labor Code sections 1720, 1720.2, and 1720.3.
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13 IT IS HEREBY ORDERED.
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15 DIVISION OF LABOR STANDARDS ENFORCEMENT
16 DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF CALIFORNIA

17 Dated: 7/15/25

18 By: Lilia Garcia-Brower
19 LILIA GARCIA-BROWER
20 Labor Commissioner
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RELEASE AGREEMENT AND DEBARMENT STIPULATION

This Agreement is made by the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California ("DLSE"), in favor of UNIQUE CONSTRUCTION & DEVELOPMENT, INC. ("UNIQUE") holding Contractors State License Board license number 830772 (collectively referred to as "PARTIES" with reference to the following facts):

RECITALS

1. On April 21, 2023, DLSE served a Civil Wage and Penalty Assessment ("CWPA") on UNIQUE, ANCHOR PLUMBING, HEATING & HVAC, INC. ("ANCHOR"), LOS ANGELES HOUSING DEPARTMENT ("AWARDING BODY"), HUDSON INSURANCE COMPANY and PINNACLE SURETY & INSURANCE SERVICES ("SURETY"), in DLSE Case No. 40-76516-977, claiming gross wages due and owing in the amount of \$232,617.75, training funds due and owing in the amount of \$2,077.28, penalties pursuant to Labor Code section 1775 in the amount of \$256,000.00, penalties pursuant to Labor Code section 1813 in the amount of \$3,175.00, penalties pursuant to Labor Code section 1777.7 in the amount of \$69,800.00, and potential liquidated damages in the amount of \$232,617.75, said amounts alleged to be due and owing by UNIQUE and ANCHOR as a result of violations of the prevailing wage laws of the State of California involving workers employed by ANCHOR and violations of UNIQUE and ANCHOR'S duties and obligations pursuant to Labor Code section 1777.5 relating to the employment of apprentices on a public works project awarded to UNIQUE by AWARDING BODY, known as

FLORENCE TOWN - HCID ("PROJECT").

2. The CWPA became final on June 26, 2023, because UNIQUE and ANCHOR failed to obtain review pursuant to Labor Code section 1742, subdivision (a).

3. On July 21, 2023, in accordance with Labor Code section 1742, subdivision (d), DLSE entered judgment on the CWPA totaling \$804,651.48 with Los Angeles Superior Court, Case No. 23STCP02610 ("JUDGMENT").

4. UNIQUE has agreed to resolve all claims between the PARTIES concerning the CWPA and JUDGMENT as follows: UNIQUE will pay to DLSE the amount of \$368,500 ("SETTLEMENT AMOUNT"). As of June 20, 2025, DLSE has received payment for \$356,000 from UNIQUE. UNIQUE agrees to pay the \$12,500 SETTLEMENT AMOUNT balance ("BALANCE") **no later than July 7, 2025**. UNIQUE agrees to send a cashier's check for the BALANCE payable to "DIVISION OF LABOR STANDARDS ENFORCEMENT" to:

State of California, Department of Industrial Relations
Div. of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Case #40-76576-977 must be written on the cashier's check. UNIQUE agrees to email a copy of the cashier's check to DLSE counsel Luong Chau (LCHAU@DIR.CA.GOV) before mailing.

5. UNIQUE, CHONG GIL LEE, as an individual and in their capacity as Chief Executive Officer and Secretary of UNIQUE, and JAMES LEE as an individual and in their capacity as Chief Financial

Officer of UNIQUE, further stipulate as follows (the terms of this paragraph are hereafter referred to as the "DEBARMENT STIPULATION"):

- (a) UNIQUE is the holder of California Contractors State License Board license number 830772;
- (b) CHONG GIL LEE, an individual, is the Chief Executive Officer and Secretary of UNIQUE;
- (c) JAMES LEE, an individual, is the Chief Financial Officer of UNIQUE;
- (d) UNIQUE, CHONG GIL LEE, as an individual and in their capacity as Chief Executive Officer and Secretary of UNIQUE, and JAMES LEE, as an individual, and in their capacity as Chief Financial Officer of UNIQUE; hereby stipulate to debarment pursuant to Labor Code section 1777.1, subdivision (a) for a period of 3 years beginning on July 1, 2025, following the filing of an Order of the Labor Commissioner in this matter. During that 3 year period, UNIQUE, CHONG GIL LEE, JAMES LEE, or any other officer or director of UNIQUE, and any firm, corporation, partnership, or association in which any of said persons has any interest as defined in Labor Code section 1777.1, subdivision (h), or any substantial interest as defined in California Code of Regulations, Title 8, section 16800, shall be ineligible to bid on, be awarded, or engage in the performance of any public works project in the State

**of California as defined by Labor Code sections 1720,
1720.2, and 1720.3.**

6. Upon timely payment of the SETTLEMENT AMOUNT, DLSE will release UNIQUE, AWARDING BODY, and SURETY from any and all claims by DLSE for wages and penalties under Labor Code sections 1775, 1813, and 1777.7 arising out of the PROJECT (including interest, costs and attorney fees), resulting from acts omission by ANCHOR concerning the PROJECT, and file an acknowledgment of full satisfaction of the JUDGMENT to release UNIQUE from the JUDGMENT.

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

8. UNIQUE understands that this agreement does not release ANCHOR from any remaining liability under the CWPA and JUDGMENT, and further understands that DLSE will pursue the remaining balance of the CWPA and JUDGMENT against ANCHOR. UNIQUE further agrees and warrants that it will not interfere or impede with DLSE's efforts to collect the remaining amounts due under the CWPA and JUDGMENT from ANCHOR.

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

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AGREEMENT

NOW, THEREFORE, in consideration of the timely payment to the DLSE of the SETTLEMENT AMOUNT, and the successful completion of the terms of the DEBARMENT STIPULATION in paragraph 5, DLSE will release UNIQUE, CHONG GIL LEE, and JAMES LEE from any liability relating to the CWPA and JUDGMENT, 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 resulting from any claims of work performed by workers employed on the PROJECT by ANCHOR.

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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 2nd day of July 2025 at Long Beach, 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.

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

By: Alfredo Roman
ALFREDO ROMAN
Senior Deputy Labor Commissioner

I hereby certify that I have read this Release Agreement and Debarment Stipulation, that I fully understand and agree to be bound by its terms, on behalf as myself as an individual and as Chief Executive Officer and Secretary of UNIQUE.

I warrant that I have full authority to execute this Release Agreement and Debarment Stipulation, and in witness thereof, I have executed this Release on this 3 day of JULY month, 2025, at LOS ANGELES (city), CA (state).

By: Chong Gil Lee
CHONG GIL LEE

I hereby certify that I have read this Release Agreement and Debarment Stipulation, that I fully understand and agree to be bound by its terms, on behalf as myself as an individual and as Chief Financial Officer of UNIQUE.

I warrant that I have full authority to execute this Release Agreement and Debarment Stipulation, and in witness thereof, I have executed this Release on this 3 day of JULY month, 2025, at LOS ANGELES (city), CA (state).

By:


JAMES LEE