

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
2 Department of Industrial Relations
3 State of California
4 BY: LUONG CHAU, SBN 293381
5 300 Oceangate, Suite 850
6 Long Beach, CA 90802
7 Telephone: (562) 590-5461
8 Fax: (562) 499-6438
9 Attorney for the Labor Commissioner

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

12 In the matter of the
13 Debarment Proceeding Against,

Case No.: **LB 6328**

ORDER OF THE LABOR
COMMISSIONER ON
STIPULATION TO DEBARMENT

15 AVI SHECHTER, INDIVIDUALLY
16 DBA AVI SHECHTER,

18 Respondent.

20 Whereas, Respondent stipulated to debarment as follows:

- 21 1. Respondent Avi Shechter, individually dba Avi Shechter is the holder of
22 California Contractor's license Nos. 908891 and 1018353.
- 23 2. Respondent entered into the attached Stipulation for Debarment.
- 24 3. Based on the Stipulation for Debarment, Respondent, and any firm,
25 corporation, or association in which Respondent has any interest as defined in
26 Labor Code section 1777.1(h), or any substantial interest as defined in the
27 California Code of Regulations, Title 8, section 16800, shall be ineligible for a
28 period of three years, effective immediately following the date of

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Respondent's signature on the Stipulation for Debarment, to do either of the following:

- a. Bid on or be awarded a contract for a public works project as defined by Labor Code sections 1720, 1720.2, and 1720.3; or
- b. Perform work as a subcontractor on a public works project as defined by Labor Code sections 1720, 1720.2, and 1720.3.

This order is effective on the date it is signed.

IT IS HEREBY ORDERED.

Dated: August 29th, 2019

By:  _____

Daniel Yu
Assistant Chief Labor Commissioner

CERTIFICATION OF SERVICE
(C.C.P. 1013)

In the matter of the Debarment Proceeding Against AVI SHECHTER, INDIVIDUALLY
DBA AVI SHECHTER [LB Case No. 6328],

I, Candice Raub, hereby certify that I am employed in the County of Los Angeles, over
18 years of age, not a party to the within action, and that I am employed at and my business
address is: LABOR COMMISSIONER'S OFFICE, Legal Unit, 300 Oceangate, Suite 850, Long
Beach, California 90802.

On August 29, 2019, I served the following documents:

ORDER OF LABOR COMMISSIONER ON STIPULATION TO DEBARMENT

on the interested parties to this action by delivering a copy thereof in a sealed envelope at the
following addresses:

AVI SHECHTER, INDIVIDUALLY
DBA AVI SHECHTER
P.O. Box 4428
West Hills, CA 91308-4428

(BY MAIL) I am readily familiar with the business practice for collection and processing
of correspondence for mailing with the United States Postal Service. This correspondence shall
be deposited with the United States Postal Service this same day in the ordinary course of
business at our office address in Long Beach, California. Service made pursuant to this
paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date
of postage meter date on the envelope is more than one day after the date of deposit for mailing
contained in this affidavit.

(BY OVERNIGHT DELIVERY) I served the foregoing document(s) by FedEx, an
express service carrier which provides overnight delivery, as follows: I placed true copies of the
foregoing document in sealed envelopes or packages designated by the express service carrier,
addressed to each interested party as set forth above, with fees for overnight delivery paid or
provided for.

(BY E-MAIL SERVICE) I caused such document(s) to be delivered electronically via e-
mail to the e-mail address of the addressee(s) set forth in the attached service list.

(STATE) I declare under penalty of perjury, under the laws of the State of
California that the above is true and correct.

Executed this 29th day of August, 2019 at Long Beach, California.


Declarant

1 DIVISION OF LABOR STANDARDS ENFORCEMENT

2 Department of Industrial Relations

3 State of California

4 BY: LUONG CHAU, SBN 293381

5 300 Oceangate, Suite 850

6 Long Beach, CA 90802

7 Telephone: (562) 590-5461

8 Fax: (562) 499-6438

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12 **STATE OF CALIFORNIA**

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14 Debarment Proceeding Against,

Case No.: **LB 6328**

STIPULATION FOR DEBARMENT

15 AVI SHECHTER, INDIVIDUALLY
16 DBA AVI SHECHTER,

17 Respondent.

18
19 Respondent Avi Shechter, individually dba Avi Shechter stipulates as follows:

- 20 1. Respondent Avi Shechter, individually dba Avi Shechter is the holder of California
21 Contractor's license Nos. 90889I and 10I8353.
- 22 2. Respondent stipulates to debarment pursuant to Labor Code section 1777.1 (a), (b)
23 and (d) for a period of three years following the filing of the Determination and
24 Order of the Labor Commissioner in this matter. During that three year period,
25 Respondent, and any firm, corporation, partnership, or association in which
26 Respondent has any interest as defined Labor Code section 1777.1(h), or any
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substantial interest as defined in the California Code of Regulations, Title 8, section 16800, shall be ineligible to do either of the following:

- a. Bid on or be awarded a contract for a public works project; or
- b. Perform work as subcontractor on a public works project.

Dated: 05/25/19

AVI SHECHTER, INDIVIDUALLY
DBA AVI SHECHTER

By: *Avi Shechter*
AVI SHECHTER

RELEASE AGREEMENT

This Agreement is made by the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California ("DLSE"), in favor of AVI SHECHTER, AN INDIVIDUAL dba AVI SHECHTER ("SUBCONTRACTOR") with reference to the following facts:

RECITALS

1. On November 28, 2016, DLSE served a Civil Wage and Penalty Assessment ("CWPA") on M G ENTERPRISES, INC. ("CONTRACTOR"), SUBCONTRACTOR ("SUBCONTRACTOR"), CITY OF CERRITOS ("AWARDING BODY"), and SURETEC INSURANCE COMPANY ("SURETY"), in DLSE Case No. 40-48413-412, claiming gross wages due and owing in the amount of \$38,335.02, combined penalties pursuant to Labor Code sections 1775 and 1813 in the amount of \$13,360.00, penalties pursuant to Labor Code section 1777.7 in the amount of \$6,960.00, and potential liquidated damages in the amount of \$38,335.02, said amounts alleged to be due and owing by CONTRACTOR and SUBCONTRACTOR as a result of violations of the prevailing wage laws of the State of California involving workers employed by SUBCONTRACTOR and violations of CONTRACTOR and SUBCONTRACTOR'S duties and obligations pursuant to Labor Code section 1777.5 relating to the employment of apprentices on a public works project awarded to CONTRACTOR by AWARDING BODY, known as CAMP LIBERTY RECONSTRUCTION, PROJECT NO. 12794, BID NO. 1192-15 ("PROJECT").

2. SUBCONTRACTOR filed a Request for Review of the CWPA,

which is now pending In the Request for Review of AVI SHECHTER OD Legal Case No. 17-0007-PWH with the Office of the Director, Department of Industrial Relations ("THE LITIGATION").

3. SUBCONTRACTOR has agreed to resolve all claims concerning the CWPA identified above and THE LITIGATION identified above as follows: SUBCONTRACTOR will immediately withdraw its Request for Review; pay to DLSE the amount of \$23,750.00 ("SETTLEMENT AMOUNT"), representing \$20,799.58 in gross wages, \$209.22 in training funds, and \$2,741.20 in Labor Code section 1775 and 1777.7 penalties, according to the payment schedule set forth in paragraph 5 below; and SUBCONTRACTOR stipulates to debarment pursuant to Labor Code section 1777.1 (a), (b) and (d) for a period of three years following the filing of the Determination and Order of the Labor Commissioner in this matter (see "Exhibit 1" Stipulation for Debarment). SUBCONTRACTOR agrees that time is of the essence, that timely payment as specified herein is a material part of this agreement, and that should any payment be made late, SUBCONTRACTOR shall be in breach of this agreement and DLSE will be entitled to obtain a judgment based on the full amount of the CWPA, including applicable liquidated damages and interest, less credit for any payments actually made toward the SETTLEMENT AMOUNT.

4. SUBCONTRACTOR'S payment of the SETTLEMENT AMOUNT shall be received by DLSE in four installments according to the following payment schedule:

- Payment 1: \$10,399.79 due on or before May 10, 2019;
- Payment 2: \$4,450.07 due on or before June 10, 2019;
- Payment 3: \$4,450.07 due on or before July 10, 2019;
- Payment 4: \$4,450.07 due on or before August 10, 2019.

5. SUBCONTRACTOR agrees to send payments for the SETTLEMENT AMOUNT payable to "DIVISION OF LABOR STANDARDS ENFORCEMENT" to:

Division of Labor Standards Enforcement
c/o Attorney Luong Chau
300 Oceangate, Suite 850
Long Beach, CA 90802

6. Upon timely payment of the SETTLEMENT AMOUNT and executed Stipulation for Debarment, DLSE will release CONTRACTOR, SUBCONTRACTOR, AWARDING BODY, and SURETY from any and all claims by DLSE for wages and penalties under Labor Code sections 1775, 1776, 1813 and 1777.7 arising out of the PROJECT (including interest, costs and attorney fees), resulting from acts or omissions by SUBCONTRACTOR concerning the PROJECT.

7. 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 conditioned upon said payment, and in further consideration for SUBCONTRACTOR'S withdrawal of its Request for Review and Stipulation for Debarment, DLSE will release CONTRACTOR, SUBCONTRACTOR, AWARDING BODY, and SURETY from any liability relating to THE 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, 1776, 1777.7 and 1813 (including costs and attorney fees) resulting from any claims of work performed by workers employed on the PROJECT by SUBCONTRACTOR.

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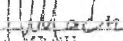
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I hereby certify that I have read all of this Release Agreement, and fully understand same, and in witness thereof I have executed this Release Agreement on this 2nd day of MAY, 2019 at Los Angeles, California.

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: 
KEN MADA
Senior Deputy Labor Commissioner

I hereby certify that I have read this Release Agreement and fully understand it, warrant that I have full authority to execute this Settlement Agreement and Release, and in witness I have executed this Release on this 5th day of May month, 2019, at Los Angeles, California.

AVI SHECHTER, INDIVIDUALLY dba
AVI SHECHTER

Signed: 
Print Name: AVI SHECHTER

Exhibit 1 - Stipulation of Debarment

1 DIVISION OF LABOR STANDARDS ENFORCEMENT

2 Department of Industrial Relations

3 State of California

4 BY: LUONG CHAU, SBN 293381

5 300 Oceangate, Suite 850

6 Long Beach, CA 90802

7 Telephone: (562) 590-5461

8 Fax: (562) 499-6438

9 Attorney for the Labor Commissioner

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16 DBA AVI SHECHTER,

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Dated: 05/25/19

AVI SHECHTER, INDIVIDUALLY
DBA AVI SHECHTER

By: 
AVI SHECHTER

RELEASE AGREEMENT

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Division of Labor Standards Enforcement
c/o Attorney Luong Chau
300 Oceangate, Suite 850
Long Beach, CA 90802

6. Upon timely payment of the SETTLEMENT AMOUNT and executed Stipulation for Debarment, DLSE will release CONTRACTOR, SUBCONTRACTOR, AWARDDING BODY, and SURETY from any and all claims by DLSE for wages and penalties under Labor Code sections 1775, 1776, 1813 and 1777.7 arising out of the PROJECT (including interest, costs and attorney fees), resulting from acts or omissions by SUBCONTRACTOR concerning the PROJECT.

7. 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 conditioned upon said payment, and in further consideration for SUBCONTRACTOR'S withdrawal of its Request for Review and Stipulation for Debarment, DLSE will release CONTRACTOR, SUBCONTRACTOR, AWARDING BODY, and SURETY from any liability relating to THE 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, 1776, 1777.7 and 1813 (including costs and attorney fees) resulting from any claims of work performed by workers employed on the PROJECT by SUBCONTRACTOR.

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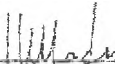
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I hereby certify that I have read all of this Release Agreement, and fully understand same, and in witness thereof I have executed this Release Agreement on this 2nd day of MAY, 2019 at Los Angeles, California.

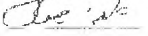
Under penalty of perjury, the undersigned represents and warrants that she or he has full authority to execute this Release Agreement on behalf of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California, and that no legislative act or judicial act or approval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

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

By: 
KEN RADU
Senior Deputy Labor Commissioner

I hereby certify that I have read this Release Agreement and fully understand it, warrant that I have full authority to execute this Settlement Agreement and Release, and in witness I have executed this Release on this 5th day of May month, 2019, at Los Angeles, California.

AVI SHECHTER, INDIVIDUALLY dba
AVI SHECHTER

Signed: 
Print Name: AVI SHECHTER