

1 STATE OF CALIFORNIA  
2 DEPARTMENT OF INDUSTRIAL RELATIONS  
3 DIVISION OF LABOR STANDARDS ENFORCEMENT  
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9 Attorney for the Labor Commissioner

10 **BEFORE THE DIVISION OF LABOR STANDARDS ENFORCEMENT**

11 **DEPARTMENT OF INDUSTRIAL RELATIONS**

12 **STATE OF CALIFORNIA**

13 Before the Labor Commissioner of the State of California

14 In the matter of the Debarment Proceeding  
15 Against,

**CASE NO.: SC 7278**

16 MICHAEL FLOORING, INC.; BENNY  
17 MICHAEL; SOLLY MICHAEL,

**DECISION RE: DEBARMENT OF  
RESPONDENTS FROM PUBLIC  
WORKS PROJECTS**

18 Respondents.

[Labor Code section 1777.1 and 8 CCR §  
16801, subd. (a)(2)(1)]

19 The attached Proposed Statement of Decision of Hearing Officer Max Norris, debarring  
20 MICHAEL FLOORING, INC. and BENNY MICHAEL, from working on public works projects  
21 in the State of California for three years, is hereby adopted by the Division of Labor Standards  
22 Enforcement as the Decision in the above-captioned matter.

23 This Decision shall become effective April 10, 2023. The debarment shall commence in  
24 45 days (plus 5 days for mailing) on May 30, 2023.

25 IT IS SO ORDERED.

26 STATE OF CALIFORNIA  
27 DEPARTMENT OF INDUSTRIAL RELATIONS  
28 DIVISION OF LABOR STANDARDS ENFORCEMENT



Dated: April 10, 2023

By: \_\_\_\_\_  
Lilia Garcia-Brower  
State Labor Commissioner

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17 MICHAEL; SOLLY MICHAEL,

18 Respondents.

**CASE NO.: SC 7278**

**PROPOSED FINDINGS OF FACT AND  
CONCLUSIONS RE DEBARMENT OF  
RESPONDENTS FROM PUBLIC WORKS  
PROJECTS**

[Labor Code section 1777.1 and 8 CCR §  
16801, subd. (a)(2)(1)]

Hearing Date: September 6, 2022

Time: 9:00 a.m.

Location: via ZOOM

19 Debarment proceedings per Labor Code section 1777.1 were initiated by the Division of  
20 Labor Standards Enforcement, Department of Industrial Relations, State of California,  
21 commonly known as the Labor Commissioner’s Office (“Complainant”), by the filing of a  
22 *Statement of Alleged Violations* against the following named Respondents: MICHAEL  
23 FLOORING, INC., a California Corporation; BENNY MICHAEL, an individual; and, SOLLY  
24 MICHAEL, an individual, (“Respondents”). Respondents were duly served with the Notice of  
25 Hearing and Statement of Alleged Violations on June 13, 2022.

26 The hearing on the alleged violations was held on September 6, 2022, via Zoom  
27 teleconferencing. Max Norris, the undersigned, served as the Hearing Officer for the Labor  
28

1 Commissioner. David Cross appeared as prosecuting attorney on behalf of Complainant and  
2 presented as a witness for the Complainant, Deputy Labor Commissioner Lori Rivera. Daniel K.  
3 Klingenberger appeared as counsel for Respondents, along with Respondents Benny Michael and  
4 Solly Michael, who appeared and testified in their individual capacities and on behalf of the  
5 corporation. The hearing was recorded via Zoom software. The witnesses took the oath and all  
6 relevant evidence was received and admitted. Although the administrative hearing concluded in  
7 one day, the matter was not submitted until October 7, 2022, after closing briefs were filed.

### 8 FINDINGS OF FACT

9 Respondent MICHAEL FLOORING, INC., a California Corporation has been, at all  
10 times herein, a contractor licensed by the Contractors State License Board under license number  
11 874947. Respondent BENNY MICHAEL was at all relevant times herein the Responsible  
12 Managing Officer, Chief Executive Officer and President registered with the Contractors State  
13 Licensing Board and Secretary of State for corporation MICHAEL FLOORING, INC.  
14 Respondent SOLLY MICHAEL was listed as the Secretary of MICHAEL FLOORING, INC. on  
15 the Statement of Information filed with the Secretary of State on October 27, 2020.

#### 16 **County of Kern - Kern County Justice Facility at Ledro Detention Facility.**

17 MICHAEL FLOORING, INC. worked on the Lerdo Detention Facility Project as a  
18 subcontractor of Balfour Beatty Construction LLC, the prime contractor who contracted with the  
19 awarding body, the County of Kern. MICHAEL FLOORING, INC. performed work on this  
20 project as a flooring subcontractor from March 13, 2017, to December 13, 2017.

21 As part of her investigation into Respondents' employment practices, Deputy Labor  
22 Commissioner Lori Rivera compared the Certified Payroll Reports ("CPRs") submitted by  
23 MICHAEL FLOORING, INC., signed under penalty of perjury, with the project inspector's logs  
24 and the prime contractor's sign-in sheets. This comparison showed that on more than half of the  
25 CPRs submitted by MICHAEL FLOORING, INC., fewer workers were listed as working than  
26 reflected on the project inspector's logs and the prime contractor's sign-in sheets. As Deputy  
27 Labor Commissioner Rivera noted in her Penalty Review (DLSE – 000041):

1 [MICHAEL FLOORING, INC.] submitted CPRs showing only two workers per  
2 day, 2-3 days per week 6-8 hours/day on a very large jail project. ... However,  
3 according to the daily logs provided by the awarding body (AB), [MICHAEL  
FLOORING, INC.] was on site several more days than what was reflected on the  
CPRs and with several additional workers who were not reported on the CPRs.

4 (DLSE – 000041.)

5 Alonso Guerrero, a worker on the project for MICHAEL FLOORING, INC., came  
6 forward in Rivera’s investigation and informed Rivera that although he was not on the CPRs, he  
7 worked on this project. Rivera corroborated Guerrero’s assertion with the project sign-in sheets  
8 provided by the prime contractor, which showed that Guerrero signed in on the project. Guerrero  
9 worked on this project but was not reported at any time on MICHAEL FLOORING, INC.’s  
10 CPRs. During her investigation, Guerrero also informed Rivera that he was only paid \$12.00 per  
11 hour for his work on this project, well below the required prevailing wage. Guerrero told Rivera  
12 there were many more workers on the project than the two, per day, MICHAEL FLOORING,  
13 INC. listed on the CPRs. Guerrero indicated there were at least six other workers whose names  
14 he knew and some other workers whom he did not know who worked on the project. (*Id.*)  
15 Rivera’s Penalty Review compares the CPRs submitted by MICHAEL FLOORING, INC. and  
16 the project daily logs and sign-in sheets, which show a significant number of workers that  
17 MICHAEL FLOORING, INC. failed to report on their CPRs. This evidence supports a finding  
18 that MICHAEL FLOORING, INC. submitted falsified CPRs on this project by omitting several  
19 workers who performed work for them. Respondents underreported labor to the awarding body  
20 and prime contractor, and later as to Complainant, with an intent to defraud them. Respondent  
21 Benny Michael signed all CPRs under penalty of perjury.

22 MICHAEL FLOORING, INC. failed to submit any of the required apprenticeship  
23 information (DAS 140 and 142) to the relevant local apprenticeship committees and did not  
24 employ any apprentices on the project.

25 **Cawelo Water District – Cawelo Office Remodel/Expansion.**

26 MICHAEL FLOORING, INC. worked on the Cawelo Office Remodel/Expansion Project  
27 as a subcontractor of Simile Construction Service, Inc., the prime contractor who contracted with  
28 the awarding body, the Cawelo Water District. MICHAEL FLOORING, INC. performed work

1 on this project as a flooring subcontractor from December 19, 2017 to February 19, 2018.  
2 MICHAEL FLOORING, INC. reported only two workers on the CPRs it submitted under  
3 penalty of perjury. Yet later, its agent, Roopkamal Uppal, admitted to Rivera that Guerrero had  
4 worked on the project despite not being listed on the CPRs.

5 Guerrero's story matched Uppal's initial admission. Guerrero credibly named the  
6 workers he worked with on that job, as well as described his work performed in detail. While  
7 later, Ms. Uppal recanted her admission in a subsequent phone call with Rivera, attempting to  
8 explain that Guerrero was only a delivery driver, the evidence supported Guerrero's assertions  
9 and Uppal's initial admission.

10 Rivera further corroborated Guerrero's story and Uppal's initial admission by securing a  
11 copy of the daily sign-in sheets and superintendent's reports from the prime contractor, Simile  
12 Construction Service, Inc. The prime contractor's superintendent reports showed six workers, not  
13 two, and included Guerrero by name as working on at least four separate dates that MICHAEL  
14 FLOORING, INC. failed to report on its CPRs. Further, MICHAEL FLOORING, INC. reported  
15 fewer hours for the two workers reported on their CPRs than they actually worked, as shown by  
16 comparison to the prime contractors' documents. Thus, the evidence established that MICHAEL  
17 FLOORING, INC. submitted falsified CPRs on this project. The CPRs for this project list Renee  
18 Carabajal as the person that certified the CPRs, but then the identical signature previously  
19 identified as Respondent BENNY MICHAEL is on the signature line.

20 As to Apprenticeship requirements, MICHAEL FLOORING, INC. failed to submit  
21 contract award information (DAS 140) timely, and only requested an apprentice (DAS 142) after  
22 its work on the project was completed, and they had failed to employ any apprentices.

23 **Kern Valley Healthcare District – Kern Valley Rural Health Clinic Renovation.**

24 MICHAEL FLOORING, INC. worked on the Kern Valley Rural Health Clinic  
25 Renovation & Expansion project as a subcontractor to James E Thompson, Inc., a California  
26 corporation dba JTS Construction, the prime contractor. JTS Construction contracted with the  
27 awarding body, Kern Valley Healthcare District to complete this project. MICHAEL  
28

1 FLOORING, INC. performed work on this project as a flooring subcontractor to JTS  
2 Construction from November 21, 2017, to April 6, 2018.

3 MICHAEL FLOORING, INC. reported starting work on November 27, 2018, on its  
4 CPRs. Yet, the prime contractor's daily logs examined by Rivera showed that they worked on  
5 site on November 21 and 24, 2018 failing to report four workers working eight hours on each of  
6 those days. Here again, MICHAEL FLOORING, INC. underreported the hours worked for those  
7 workers reported working and left other workers off of the CPRs, as shown by the prime  
8 contractor's daily logs showing several more workers working than reported. These CPRs were  
9 submitted with the intent to defraud the awarding body, the prime contractor, and Complainant.

10 In the daily log for March 8, 2018, Superintendent Josh Shadden noted that one of  
11 MICHAEL FLOORING, INC.'s workers complained to him about wages leading to him  
12 discussing wages with several workers who were on site that day. Shadden left the following  
13 note:

14 Today a concern became apparent as to the payment requirements with Michael's  
15 flooring.

16 Today the lead Installer with Michael's Flooring approached me about working  
17 this weekend to make repairs to [sic] the installation of the portion of phase 1

18 I reiterated "have you talked to Benny about this? It is a prevailing wage".  
19 Tom the lead stated "He is responsible for this work and would not be charging  
20 for this work"

21 I stated "This Is a CPA job and all work done at this site is required to be  
22 certified."

23 Tom (Paraphrasing) "He can not [sic] charge for inadequate work and that he is  
24 responsible for the quality control"

25 I asked "if he is a third tier sub? Because I thought he was working for Benny".  
26 He said "he is paid by the yard" I asked "if it was piece work? And If he was  
27 working as a third tier and if these are his employees?"

28 Because that is contrary to what I was told by him or Benny on phase 1"

He stated "He works for Benny along with all employees onsite."

It was very odd and in my opinion somewhat evasive, I was confused and  
concerned. I stated directly the pay requirements and terms of the project and his  
responses seemed contrary to them. I asked him directly "If his guys new [sic]  
what they were supposed to be paid?" He sated [sic] "they know it is a prevailing  
wage job" but he could state emphatically what his wage was. He stated "he  
believed the union rate was somewhere around \$32."

I called the 3 workers into office 34 and showed them the wage posters. Told  
them all that "this is a prevailing wage job and asked if they knew what they were

1 supposed to be paid?” They stated “they understood and knew their wage. One  
2 stated he makes \$12 per hour” This was a definite red flag for me and I asked the  
3 other if he knew the rate he is supposed to be paid and he said “yes it is \$15 per  
4 hour”. At this I suggested they look into the wage for an apprentice or installer.

5 I immediately called my project manager (Troy Brookins) to voice my concerns  
6 that the employees of Michael’s Flooring are not being paid the correct wage.  
7 Troy was equally concerned and told me he was going to talk to payroll and take a  
8 look at the CPA. After doing so, he called me and stated he was notifying Benny  
9 of the concerns addressed in this report.

10 (DLSE – 000412-413.)

11 Respondent BENNY MICHAEL testified he was new to public works projects and that  
12 these violations were not intentional or willful. BENNY MICHAEL further testified, that a  
13 worker suggested to him to underreport his workers on the CPRs.

14 MICHAEL FLOORING, INC. (1) underreported whole days it worked as non-  
15 performance days on its CPRs; (2) left workers off of the CPRs on days it did report work; and,  
16 (3) underreported the hours worked by those workers it did report on the CPRs. Thus, the  
17 evidence supports that MICHAEL FLOORING, INC. submitted falsified CPRs on this project  
18 with the intent to defraud the awarding body, the prime contractor and later Complainant.

### 19 CONCLUSIONS OF LAW

20 LCO seeks to debar Respondents MICHAEL FLOORING, INC., BENNY MICHAEL  
21 and SOLLY MICHAEL for a period of three (3) years based on its allegations that Respondents  
22 (1) “willfully” violated the public works laws with “intent to defraud”; (2) failed to respond to  
23 LCO demands for CPRs timely; and, (3) committed multiple apprenticeship violations. (Labor  
24 Code section 1777.1, subds. (a) – (d).)

25 Labor Code section 1777.1 provides in pertinent part:

26 (a) Whenever a contractor or subcontractor performing a public works project  
27 pursuant to this chapter is found by the Labor Commissioner to be in violation of  
28 this chapter with intent to defraud, the contractor or subcontractor or a firm,  
corporation, partnership, or association in which the contractor or subcontractor  
has any interest is ineligible for a period of not less than one year or more than  
three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project

1 pursuant to this chapter is found by the Labor Commissioner to have committed  
2 two or more separate willful violations of this chapter within a three-year period,  
3 the contractor or subcontractor or a firm, corporation, partnership, or association  
in which the contractor or subcontractor has any interest is ineligible for a period  
up to three years to do either of the following:

4 (1) Bid on or be awarded a contract for a public works project.

5 (2) Perform work as a subcontractor on a public works project.

6 (c) Whenever a contractor or subcontractor performing a public works project has  
7 failed to provide a timely response to a request by the Division of Labor  
8 Standards Enforcement, the Division of Apprenticeship Standards, or the  
9 awarding body to produce certified payroll records pursuant to Section 1776, the  
10 Labor Commissioner shall notify the contractor or subcontractor that, in addition  
11 to any other penalties provided by law, the contractor or subcontractor will be  
12 subject to debarment under this section if the certified payroll records are not  
13 produced within 30 days after receipt of the written notice. If the commissioner  
14 finds that the contractor or subcontractor has failed to comply with Section 1776  
15 by that deadline, unless the commissioner finds that the failure to comply was due  
16 to circumstances outside the contractor's or subcontractor's control, the contractor  
17 or subcontractor or a firm, corporation, partnership, or association in which the  
18 contractor or subcontractor has any interest is ineligible for a period of not less  
19 than one year and not more than three years to do either of the following:

13 (1) Bid on or be awarded a contract for a public works project.

14 (2) Perform work as a subcontractor on a public works project.

15 (d) (1) In the event a contractor or subcontractor is determined by the Labor  
16 Commissioner to have knowingly committed a serious violation of any provision  
17 of Section 1777.5, the Labor Commissioner may also deny to the contractor or  
18 subcontractor, and to its responsible officers, the right to bid on or to be awarded  
19 or perform work as a subcontractor on any public works contract for a period of  
up to one year for the first violation and for a period of up to three years for a  
second or subsequent violation. Each period of debarment shall run from the date  
the determination of noncompliance by the Labor Commissioner becomes a final  
order.

20 (2) The Labor Commissioner shall consider, in determining whether a  
21 violation is serious, and in determining whether and for how long a party  
22 should be debarred for violating Section 1777.5, all of the following  
circumstances:

23 (A) Whether the violation was intentional.

24 (B) Whether the party has committed other violations of Section  
1777.5.

25 (C) Whether, upon notice of the violation, the party took steps to  
26 voluntarily remedy the violation.

27 (D) Whether, and to what extent, the violation resulted in lost  
28 training opportunities for apprentices.



1 (E) Whether, and to what extent, the violation otherwise harmed  
2 apprentices or apprenticeship programs.

3 (Labor Code section 1777.1, subd. (a) – (d).)

4 Intent to defraud is defined for our purposes here as: “the intent to deceive another person  
5 or entity, as defined in this article, and to induce such other person or entity, in reliance upon  
6 such deception, to assume, create, transfer, alter or terminate a right, obligation or power with  
7 reference to property of any kind.” (8 C.C.R. § 16800.)

8 A higher bar, “fraud”, is defined as:

9 a suggestion, as a fact, of that which is not true; or the assertion, as a fact, of that  
10 which is not true, by one who has no reasonable ground for believing it to be true;  
11 or the suppression of a fact, by one who is bound to disclose it, or who gives  
12 information of other facts which are likely to mislead for want of communication  
13 of that fact, or a promise, made without intention of performing it.

14 (8 CCR § 16800.) An intent to defraud may be inferred from the facts. (*People v. Kiperman*  
15 (1977) 69 Cal.App.Supp. 25.)

16 Here, the evidence showed that MICHAEL FLOORING, INC. fraudulently  
17 underreported whole days of work, entire workers from days it reported work, and many hours  
18 worked for employees reported on its CPRs. Complainant was able to demonstrate this through  
19 examination of the awarding body and prime contractor’s respective project documents and  
20 comparing those to Respondent’s CPRs. These were not accidental omissions. The evidence  
21 showed MICHAEL FLOORING, INC. and BENNY MICHAEL had a deliberate and continued  
22 pattern and practice throughout these three projects of underreporting labor on its CPRs.  
23 MICHAEL FLOORING, INC. and BENNY MICHAEL deliberately submitted false CPRs under  
24 penalty of perjury. In doing so, they committed fraud. The lower bar of willful violations with an  
25 “intent to defraud” is also clearly met across all three projects.

26 “Although debarment can have severe economic impact on contractors, it is not intended  
27 as punishment. It is instead, a necessary means to enable the contracting governmental agency to  
28 deal with irresponsible bidders and contractors, and to administer its duties with efficiency.” (*S. California Underground Contractors, Inc. v City of San Diego* (2003) 108 Cal.App. 533, 542.)

1 Here, the pattern and practice of fraud requires the undersigned to recommend the  
2 maximum debarment of three years for these intentional and fraudulent acts. There is no need to  
3 reach Complainant's other allegations regarding Respondent not providing documents timely and  
4 apprenticeship violations, as proof of fraud is sufficient to support the maximum debarment  
5 period of three years.

6 Respondents put on evidence at hearing that they have gone to great lengths to educate  
7 themselves on labor compliance on prevailing wage jobs. Ignorance of the law is not a defense or  
8 excuse for fraudulent behavior. In this matter, it is the duty of the Labor Commissioner to debar  
9 contractors who commit fraud to obfuscate her attempts to enforce the prevailing wage laws.  
10 While prevailing wage compliance is indeed complex, signing a document under penalty of  
11 perjury which knowingly fails to list all labor performed is not a matter of confusion. Instead,  
12 these were intentional acts to defraud the awarding body, the prime contractor, and Complainant.

13 The evidence also supports a finding that Respondent BENNY MICHAEL certified  
14 under penalty of perjury most of the CPRs submitted to the prime contractor, awarding body and  
15 Complainant. In doing so, BENNY MICHAEL committed fraud as well. "A person's knowledge  
16 of the law is imputed to him and an unlawful intent may be inferred from the doing of an  
17 unlawful act." (*People v. McLaughlin* (1952) 111 Cal.App.2d 781.) BENNY MICHAEL tries to  
18 excuse his behavior as a mistake made in his first public works projects. Upon closer inspection,  
19 this falls flat as the deficiencies were not technical at all. They were instead intentional omissions  
20 of entire workers on payroll records certified under penalty of perjury. BENNY MICHAEL did  
21 this with the intent to defraud the awarding body, the prime contractor and Complainant.

22 The evidence supports a finding Respondents MICHAEL FLOORING, INC. and  
23 BENNY MICHAEL committed many willful violations of the prevailing wage laws with the  
24 intent to defraud the awarding body, the prime contractor and Complainant. Respondents  
25 MICHAEL FLOORING, INC. and BENNY MICHAEL willfully violated the public works laws  
26 by submitting fraudulent CPRs on a continuous basis. Accordingly, we debar Respondents  
27 MICHAEL FLOORING, INC., and BENNY MICHAEL for a period of three years.

1 While SOLLY MICHAEL is named in Complainant's *Statement of Alleged Violations*,  
2 the record of his involvement was not developed sufficiently to debar him. Complainants argue  
3 that by virtue of him being an officer of the corporation, he should also be debarred. While a  
4 debarment of an individual imputes to any and all entities it has an interest in, it is not clear in  
5 the plain meaning of the statute that this is reciprocal. Thus, SOLLY MICHAEL is dismissed in  
6 his individual capacity. (See Labor Code section 1777.1, subs. (a) – (d).)

7 Lastly, Respondents raise the settlement agreements as a defense here, but they are not  
8 relevant. As a matter of course Complainant issues unilateral settlement agreements when  
9 contractors wish to settle liability on a Civil Wage and Penalty Assessment. The terms of the  
10 settlement and a release are memorialized in the unilateral agreement and become binding upon  
11 completion of the terms. The settlement agreements do not contain non-admission clauses, nor  
12 do they discuss debarment at all. The Civil Wage and Penalty Assessment process is separate and  
13 apart from the debarment process: one seeks to enforce the law retrospectively seeking unpaid  
14 wages for workers and penalties to deter future non-compliance; while the other is a control  
15 mechanism to prevent the state from continuing to do business with bad actors who seek to  
16 defraud it.

### 17 **ORDER OF DEBARMENT**


18 In accordance with the foregoing, it is hereby ordered that Respondents MICHAEL  
19 FLOORING, INC. and BENNY MICHAEL shall be ineligible to, and shall not, bid on or be  
20 awarded a contract for a public works project, and shall not perform work as a subcontractor on a  
21 public work as defined by Labor Code sections 1720-1720.9, for a period of three (3) years,  
22 effective forty five (45) days after this decision is issued by the Labor Commissioner. A three-  
23 year period is appropriate under these circumstances where Respondents MICHAEL  
24 FLOORING, INC. and BENNY MICHAEL willfully violated public works laws with an intent  
25 to defraud the awarding body, the prime contractor and later Complainant.

26 This debarment shall also apply to any other contractors or subcontractors in which  
27 Respondents MICHAEL FLOORING, INC. and/or BENNY MICHAEL have any interest or for  
28

1 which respondents act as a responsible managing employee, responsible managing officer,  
2 general partner, manager, supervisor, owner, partner, officer, employee, agent, consultant or  
3 representative. "Any interest" includes, but is not limited to, all instances where debarred  
4 Respondents receive payments, whether cash or in another form of compensation, from the entity  
5 bidding or performing works on the public works project, or enters into any contract or  
6 agreement with the entity bidding or performing work on the public works project for services  
7 performed or to be assigned or sublet, or for vehicles, tools, equipment or supplies that have been  
8 or will be sold, rented or leased during the period of debarment.

9 Respondent SOLLY MICHAEL is dismissed in his individual capacity.

10  
11 Dated: April 5, 2023

12   
13 MAX NORRIS  
14 Hearing Officer

**PROOF OF SERVICE**

**STATE OF CALIFORNIA**            )  
  ) **S.S.**  
**COUNTY OF LOS ANGELES**    )

I, Lindsey Lara, declare and state as follows:

I am employed in the State of California, County of Los Angeles. I am over the age of eighteen years and not a party to the within action; my business address is: 1500 Hughes Way, Suite C-202, Long Beach, CA 90810.


On April 11, 2023, I served the foregoing document described as: **DECISION RE: DEBARMENT OF RESPONDENTS FROM PUBLIC WORKS PROJECTS**, on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Daniel K. Klingenberger, Esq.; <a href="mailto:dklingenberger@lebeauthelen.com">dklingenberger@lebeauthelen.com</a> LeBeau Thelen LLP 5001 E. Commercenter Drive, Suite 300 P.O. Box 12092 Bakersfield, CA 93389 <a href="mailto:jchamberlain@lebeauthelen.com">jchamberlain@lebeauthelen.com</a>	David Cross, Esq.; <a href="mailto:dcross@dir.ca.gov">dcross@dir.ca.gov</a> Division of Labor Standards Enforcement 2031 Howe Avenue #100 Sacramento, CA 95825
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**(BY CERTIFIED 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 fully prepaid postage thereon for certified mail 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.

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

Executed this 11th day of April 2023, at Long Beach, California.

  
Lindsey Lara  
Declarant