

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
 2 Department of Industrial Relations
 3 State of California (LB2483)
 4 By: THOMAS R. FREDERICKS, Attorney #93262
 5 ARCO Center
 6 300 Oceangate, Suite 850
 7 Long Beach, California 90802-4339
 8 Telephone: (562) 590-5461
 9 Attorney for the Labor Commissioner

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

11 In the Matter of the Stipulated
 12 Debarment Against:
 13 POWERCOMM COMPANY, INC., a California
 14 corporation, and DONATO RAYMUNDO TOBIAS
 15 aka DON TOBIAS, an individual
 16 Respondents.

Case No. 40-18633/235
 STIPULATION FOR
 DEBARMENT AND
 ORDER THEREON
 [Labor Code § 1777.1]

18 WHEREAS, Labor Code section 1777.1 authorizes the debarment of
 19 contractors and individuals to either bid on or be awarded a contract
 20 for a public works project, or to perform work as a subcontractor on
 21 a public works project, upon a finding by the Labor Commissioner that
 22 the contractor and/or individual violated the Public Works Chapter of
 23 the Labor Code with an intent to defraud, or committed a willful
 24 violation of that Chapter as defined therein; and

25 WHEREAS, the Division of Labor Standards Enforcement ("DLSE")
 26 and Respondents seek to effectuate the debarment of Respondents and
 27 each of them by way of stipulation;

1 IT IS HEREBY AGREED AND STIPULATED by all parties hereto that:

2
3 1. Respondents, POWERCOMM COMPANY, INC., a California
4 corporation, and DONATO RAYMUNDO TOBIAS aka DON TOBIAS, an individual
5 (collectively referred to herein as "Respondents"), are subject to
6 debarment pursuant to Labor Code section 1777.1 by having committed
7 the following violations of the Labor Code, with "intent to defraud",
8 as that term is defined in Title 8 of the California Code of
9 Regulations, section 16800:

10 (a) In performing work as the subcontractor on the public
11 work of improvement known as Bid #926 - Fountain Valley High School -
12 G400 Classroom Building on or about December 11, 2005, and
13 thereafter, pursuant to the public works contract awarded by the
14 Huntington Beach Union High School District (hereafter PROJECT"),
15 Respondents violated Labor Code sections 1771, 1774 and 1815, with
16 the intent to defraud, by failing to pay the prevailing wage rate to
17 all workers employed in the execution of the contract, with the total
18 amount of unpaid wages due workers having been found to be
19 \$125,915.28 in DLSE Case No. 40-18633/235;

20
21 2. Respondents are subject to debarment pursuant to Labor Code
22 section 1777.1 by having committed the following violation of the
23 Labor Code with "intent to defraud", as that term is defined in Title
24 8 of the California Code of Regulations, section 16800:

25 (a) Each of the violations of Labor Code section 1771,
26 1774 and 1815 during the employment of workers on the PROJECT
27 identified hereinabove occurred with intent to defraud in that

28

1 Respondents submitted to DLSE, with intent to deceive DLSE and induce
 2 DLSE to rely thereon, payroll records required to be furnished to
 3 DLSE under Labor Code section 1776 which were false and otherwise
 4 inaccurate.

5
 6 WHEREFORE, it is hereby stipulated and agreed by all parties
 7 hereto that Respondents, and each of them, and any other entity in
 8 which Respondents have any interest, as that term is defined in Labor
 9 Code section 1777.1(f), shall be debarred so as to be ineligible to
 10 bid on, be awarded, and/or perform work on any public works project,
 11 as a contractor, subcontractor, owner, partner, officer, manager,
 12 employee, agent, consultant or representative, for a three-year
 13 period commencing November 15, 2007, and ending November 14, 2010.

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 15 3. Each signatory hereto warrants that he/she has read,
 16 understood and signed the Stipulation for Debarment, has had the
 17 opportunity to discuss same with legal counsel, and signs voluntarily
 18 and without coercion.

19
 20 4. In the event of any legal action to enforce the provisions
 21 of this Stipulation for Debarment, the prevailing party shall be
 22 entitled to a reasonable attorney's fees and costs.

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 24 5. A legal action enforcing the terms of this Stipulation for
 25 Debarment may be brought in the County of Los Angeles, California, in
 26 addition to any other county where venue would be proper.

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1 6.- A court decision finding any provision of this Stipulation
 2 for Debarment unenforceable or invalid will have no effect on the
 3 enforceability or validity of the remaining provisions of this
 4 Stipulation for Debarment.

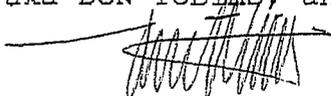
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 6 DATED: 11/14/07

POWERCOMM COMPANY, INC.,

7 
 8 By: _____
 DON TOBIAS, Its authorized
 Representative

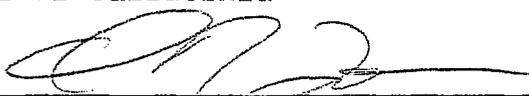
9
 10 DATED: 11/14/07

DONATO RAYMUNDO TOBIAS
 aka DON TOBIAS, an individual

11 
 12 _____

13
 14 DATED: 11-18-07

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

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 16 
 17 By: _____
 THOMAS R. FREDERICKS
 Attorney for the Labor Commissioner

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 19
 20 IT IS SO ORDERED:

21
 22 DATED: 12/08/08


 23 _____
 ANGELA BRADSTREET
 Labor Commissioner
 State of California

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