

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
2 Department of Industrial Relations
3 By William A. Snyder, Staff Counsel, State Bar #78255
4 320 W. 4th Street, Suite 600
5 Los Angeles, California 90013-2350
6 Telephone: (213) 576-7707
7 Fax: (213) 897-2877

8 Attorneys for the DIVISION OF
9 LABOR STANDARDS ENFORCEMENT

10
11 **BEFORE THE DIVISION OF LABOR STANDARDS ENFORCEMENT**
12 **DEPARTMENT OF INDUSTRIAL RELATIONS**
13 **STATE OF CALIFORNIA**

14 In The Matter of the
15 Debarment Proceeding Against:

16 G M CLIMATE CONTROL, INC., a
17 California corporation; and GEORGE
18 AZIZ, an individual and in his capacity as
19 Responsible Managing Officer and Chief
20 Executive Officer of G M CLIMATE
21 CONTROL, INC.

22 Respondents.

CASE NUMBERS:

40-71536-603
40-71538-603
40-71533-603
40-71534-603
40-71537-603
40-71539-603
40-71540-603
40-71535-603

ORDER OF THE LABOR
COMMISSIONER ON STIPULATION
TO DEBARMENT.

23 WHEREAS Respondents Stipulated to debarment as follows:

- 24 1. Respondent G M CLIMATE CONTROL, INC. is the holder of California
25 Contractor's license 967267.
- 26 2. Respondent GEORGE AZIZ is the Chief Executive Officer, Chief Financial
27 Officer, and sole Director of G M CLIMATE CONTROL, INC.
- 28 3. Respondents entered into the attached RELEASE AGREEMENT on March 2,
2023.

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1 4. Based on the admissions set forth in the STIPULATION FOR DEBARMENT at
2 Paragraph 51, Subparagraph (e) of the RELEASE AGREEMENT, Respondents shall be
3 ineligible for a period of eighteen months beginning March 2, 2023, to do the following:

4 a. Bid on or be awarded a public works project; or

5 b. Perform work as a subcontractor on a public works project, as defined by
6 Labor Code, Division 2, Part 7, Chapter 1, Article 1, beginning at Section
7 1720.

8 IT IS HEREBY ORDERED.

9 Dated: March 15, 2023

DIVISION OF LABOR STANDARDS ENFORCMENT
DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF CALIFORNIA



12
13 By: _____

Lilia Garcia-Brower
LABOR COMMISSIONER

RELEASE AGREEMENT

This agreement is made between the OFFICE OF THE STATE LABOR COMMISSIONER, Department of Industrial Relations, State of California (hereafter “LABOR COMMISSIONER”), and **G M CLIMATE CONTROL, INC.**, a California Corporation, corporation number C3067986 and licensed contractor under CSLB number 967267 (hereafter “CONTRACTOR”), and **GEORGE AZIZ**, its Chief Executive Officer, Chief Financial Officer, and sole Director (hereafter “AZIZ”), referring to these facts:

RECITALS

THE CIVIL WAGE AND PENALTY ASSESSMENTS (“CWPA’s”) INCLUDED IN THIS RELEASE are the nine identified in Sections A through I at pages 1 through 6. Hereafter, when jointly referenced, the projects are jointly referenced as PROJECTS #1 through #9; and the corresponding CWPA’s are jointly referenced as *CWPA’s #1 through #9*:

A. CITY OF RIVERSIDE, LA SIERRA LIBRARY (PROJECT #1).

1. On March 25, 2021, the LABOR COMMISSIONER served on “CONTRACTOR”, and the CITY OF RIVERSIDE, GENERAL SERVICES DIVISION (hereafter “CITY”), a Civil Wage and Penalty Assessment (“CWPA”) in LABOR COMMISSIONER Case No. 40-71534-603 (hereafter CWPA #1).

2. CWPA #1 alleged that the CITY had awarded a project known as the REPLACEMENT AIR HANDLER FOR LA SIERRA LIBRARY, CITY OF RIVERSIDE project (“PROJECT #1”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of PROJECT #1.

3. CWPA #1 claimed \$35,955.54 in gross wages and training funds due, potential liquidated damages of \$35,955.54; penalties under Labor Code section 1775 of \$15,400.00; penalties under Labor Code section 1813 of \$1,475.00, and penalties under Labor Code section 1777.7 of \$4,120.00.

4. CWPA #1 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #1, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #1.

B. HVAC MAINTENANCE & REPAIR AT CHP NEWHALL (PROJECT #2).

5. On March 23, 2021, the LABOR COMMISSIONER served on CONTRACTOR and the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL (“CHP”), a CWPA in LABOR COMMISSIONER Case No. 40-71533-603 (hereafter CWPA #2).

6. CWPA #2 alleged that the CHP had awarded a project known as the HVAC MAINTENANCE & REPAIR SERVICES, NEWHALL project (“PROJECT #2”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of PROJECT #2.

7. CWPA #2 claimed \$3,124.54 in gross wages and training funds, potential liquidated damages of \$3,124.54; and penalties under Labor Code section 1775 of \$2,240.00.

8. CWPA #2 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed on PROJECT #2 by CONTRACTOR.

C. HVAC RENOVATION FOR THE MILITARY DEPARTMENT (PROJECT #3).

9. On August 27, 2020, the LABOR COMMISSIONER served on CONTRACTOR and THE MILITARY DEPARTMENT for the STATE OF CALIFORNIA (“MILITARY DEPARTMENT”) a CWPA in LABOR COMMISSIONER Case No. 40-64910-398 (hereafter CWPA #3).

10. CWPA #3 alleged that the MILITARY DEPARTMENT had awarded a project known as the HVAC RENOVATION project (“PROJECT #3”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of PROJECT #3.

11. CWPA #3 claimed \$8,687.00 in gross wages and training funds due; potential liquidated damages of \$8,687.00; penalties under Labor Code sections 1775 of \$11,400.00; and penalties under Labor Code section 1777.7 of \$10,680.00.

12. CWPA #3 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #3, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #3.

D. HVAC MAINTENANCE AT SANTA FE SPRINGS CHP (PROJECT #4).

13. On March 23, 2021, the LABOR COMMISSIONER served on CONTRACTOR and the CHP, a CWPA in LABOR COMMISSIONER Case No. 40-71538-603 (“CWPA #4”).

14. CWPA #4 alleged that the CHP had awarded a project known as the HVAC MAINTENANCE AT THE SANTA FE SPRINGS CHP project (“PROJECT #4”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of the PROJECT.

15. CWPA #4 claimed \$1,774.24 in gross wages and training funds, potential liquidated damages of \$1,774.24; penalties under Labor Code sections 1775 of \$1,540.00; and penalties under Labor Code section 1777.7 of \$14,100.00.

16. CWPA #4 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #4, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #4.

E. PTC LAB HVAC, NORTH COUNTY TRANSIT DISTRICT (PROJECT #5).

17. On March 11, 2021, the LABOR COMMISSIONER served on CONTRACTOR and the NORTH COUNTY TRANSIT DISTRICT (“DISTRICT”), a CWPA in LABOR COMMISSIONER Case No. 40-71535-603 (“CWPA #5”).

18. CWPA #5 alleged that the DISTRICT had awarded a project known as REPLACE HVAC AT THE PTC LAB project (“PROJECT #5”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of the PROJECT.

19. CWPA #5 claimed \$11,823.38 in gross wages and training funds, potential liquidated damages of \$11,823.38; penalties under Labor Code sections 1775 of \$5,040.00; penalties under Labor Code section 1813 of \$525.00; and penalties under Labor Code section 1777.7 of \$1,560.00.

20. CWPA #5 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #5, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #5.

F. UNIVERSITY OF CALIFORNIA, RIVERSIDE (PROJECT #6).

21. On March 11, 2021, the LABOR COMMISSIONER served on CONERSTONE RENOVTION, a California Corporation, the UNIVERSITY OF CALIFORNIA, RIVERSIDE (“UC RIVERSIDE”), and CONTRACTOR, a CWPA in LABOR COMMISSIONER Case No. 40-71539-603 (“CWPA #6”).

22. CWPA #6 alleged that UC RIVERSIDE had awarded a project known as MRB 1 CAFÉ BUILDING OUT AND MS&B LOADING project (“PROJECT #6”) to CONERSTONE RENOVATION and that CONTRACTOR had employed people to work in execution of PROJECT #6.

23. CWPA #6 claimed \$5,873.93 in gross wages and training funds, potential liquidated damages of \$5,873.93; penalties under Labor Code sections 1775 of \$4,060.00; and penalties under Labor Code section 1777.7 of \$2,120.00.

24. CWPA #6 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #6, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #6.

G. HVAC REPAIR FOR NORTH COUNTY TRANSIT DISTRICT (PROJECT #7).

25. On March 15, 2021, the LABOR COMMISSIONER served on CONTRACTOR and the DISTRICT, a CWPA in LABOR COMMISSIONER Case No. 40-71536-603 (“CWPA #7”).

26. CWPA #7 alleged that the DISTRICT had awarded a project known as HVAC REPAIR AGREEMENT NO. 20000 project (“PROJECT #7”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of PROJECT #7.

27. CWPA #7 claimed \$10,339.85 in gross wages and training funds, potential liquidated damages of \$10,339.85; penalties under Labor Code sections 1775 of \$8,120.00; penalties under Labor Code section 1813 of \$725.00; and penalties under Labor Code section 1777.7 of \$5,100.00.

28. CWPA #7 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #7, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #7.

H. REPLACE HVAC EQUIPMENT FOR CITY OF TORRANCE (PROJECT #8).

29. On March 25, 2021, the LABOR COMMISSIONER served on “CONTRACTOR”, and the CITY OF TORRANCE (hereafter “TORRANCE”), a Civil Wage and Penalty Assessment (“CWPA”) in LABOR COMMISSIONER Case No. 40-71537-603 (hereafter CWPA #8).

30. CWPA #8 alleged that the TORRANCE had awarded a project known as the REPLACEMENT OF HVAC EQUIPMENT (“PROJECT #8”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of PROJECT #8.

31. CWPA #8 claimed \$14,861.62 in gross wages and training funds due, potential liquidated damages of \$14,861.62; penalties under Labor Code section 1775 of \$7,280.00; penalties under Labor Code section 1813 of \$675.00, and penalties under Labor Code section 1777.7 of \$1,060.00.

32. CWPA #8 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #8, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #8.

I. HVAC REPLACEMENT, CALTRANS, SAN BERNARDINO (PROJECT #9).

33. On March 25, 2021, the LABOR COMMISSIONER served on “CONTRACTOR”, and CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF PROCUREMENT AND CONTRACTS (hereafter “CALTRANS”), a Civil Wage and Penalty Assessment (“CWPA”) in LABOR COMMISSIONER Case No. 40-71540-603 (hereafter CWPA #9).

34. CWPA #9 alleged that CALTRANS had awarded a project known as the HVAC REPLACEMENT DISTRICT 8, SAN BERNARDINO (“PROJECT #9”) to CONTRACTOR and that CONTRACTOR had employed people to work in execution of PROJECT #9.

35. CWPA #9 claimed \$2,941.14 in gross wages and training funds due, potential liquidated damages of \$2,941.14; penalties under Labor Code section 1775 of \$1,680.00; penalties under Labor Code section 1813 of \$150.00, and penalties under Labor Code section 1777.7 of \$1,820.00.

36. CWPA #9 alleged these sums to be due by CONTRACTOR because of violations of the prevailing wage laws of the State of California, involving workers employed by CONTRACTOR on PROJECT #9, and because of violations of CONTRACTOR’S obligations established by Labor Code 1777.5, relating to the employment of apprentices on PROJECT #9.

THE PENDING REVIEW PROCEEDINGS.

37. CONTRACTOR filed a Request for Review of CWPA #1, which is now pending before the Office of the Director, Department of Industrial Relations (hereafter “Director”), entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0072-PWH (“LITIGATION #1”).

38. CONTRACTOR filed a Request for Review of CWPA #2, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0071-PWH (“LITIGATION #2”).

39. CONTRACTOR filed a Request for Review of CWPA #3, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 20-0351-PWH (“LITIGATION #3”).

40. CONTRACTOR filed a Request for Review of CWPA #4, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0070-PWH (“LITIGATION #4”).

41. CONTRACTOR filed a Request for Review of CWPA #5, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0076-PWH (“LITIGATION #5”).

42. CONTRACTOR filed a Request for Review of CWPA #6, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0074-PWH (“LITIGATION #6”).

43. CONTRACTOR filed a Request for Review of CWPA #7, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0069-PWH (“LITIGATION #7”).

44. CONTRACTOR filed a Request for Review of CWPA #8, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0073-PWH (“LITIGATION #8”).

45. CONTRACTOR filed a Request for Review of CWPA #9, which is now pending before the Director, entitled: *In the Matter of the Request for Review of GM CLIMATE CONTROL, INC.*, OD Legal Case No. 21-0075-PWH (“LITIGATION #9”).

46. The litigation in paragraphs 37 to 45 is referenced as “COMBINED LITIGATION.”

ASSESSMENTS REVISED DURING REVIEW.

47. During the review process, DLSE revised two of its audits in subparagraphs (a) and (b) below, based upon more documentation provided by CONTRACTOR:

- (a) CITY OF RIVERSIDE, LA SIERRA LIBRARY (PROJECT #1). DLSE revised the CWPA #1 claim to reduce the claim for gross wages and training funds to \$34,786.15; reduce the potential liquidated damages claim to \$34,786.15; but left the penalties under Labor Code section 1775 at \$15,400.00; penalties under Labor Code section 1813 at \$1,475.00, and penalties under Labor Code section 1777.7 at \$4,120.00.
- (b) HVAC REPAIR FOR NORTH COUNTY TRANSIT DISTRICT (PROJECT #7). DLSE changed the CWPA #7 to reduce the claim for gross wages and training funds to \$10,325.90; reduce the potential liquidated damages claim to a claim to \$10,325.90; reduce the claim for penalties under Labor Code sections 1775 to \$7,980.00; left the claim for penalties under Labor Code section 1813 at \$725.00; and left the claim for penalties under Labor Code section 1777.7 at \$5,100.00.

SURETY PAYMENTS RECEIVED BY DLSE DURING REVIEW

48. AMERICAN CONTRACTORS INDEMNITY COMPANY, a California corporation (entity #1515665) (hereafter “SURETY”), issued payment bonds on behalf of CONTRACTOR as the Prime Contractor for the four PROJECTS identified in subparagraphs (a) through (d), below. (Bond numbers are set forth next to the designation “Bond No.”) During the review process, DLSE entered into settlements with SURETY regarding its own potential liability on those PROJECTS, which benefitted CONTRACTOR by reducing DLSE’s claims against CONTRACTOR to the extent of DLSE’s recovery against the SURETY, as detailed in subparagraphs (a) through (d):

- (a) CITY OF RIVERSIDE, LA SIERRA LIBRARY PROJECT (PROJECT #1), was the subject of bond no. 1001133049, and DLSE settled with SURETY by payment to DLSE on November 4, 2022, of \$34,786.15, reducing DLSE’s claims against CONTRACTOR in LITIGATION #1 by that amount.

- (b) HVAC RENOVATION FOR THE MILITARY DEPARTMENT (PROJECT #3), was the subject of bond no. 1001119700, and DLSE settled with SURETY by payment to DLSE on November 4, 2022, of \$32,177.45, reducing DLSE's claims against CONTRACTOR in LITIGATION #3 by that amount.
- (c) PTC LAB HVAC, NORTH COUNTY TRANSIT DISTRICT (PROJECT #5), was the subject of bond no. 1001125157, and DLSE settled with SURETY by payment to DLSE on November 4, 2022, of \$11,823.38, reducing DLSE's claims against CONTRACTOR in LITIGATION #5 by that amount.
- (d) HVAC REPAIR FOR NORTH COUNTY TRANSIT DISTRICT (PROJECT #7), was the subject of bond no. 1001133303, and DLSE settled with SURETY by payment to DLSE on November 15, 2022, of \$10,339.85, reducing DLSE's claims against CONTRACTOR in LITIGATION #7 by that amount.

**RETAINED AND/OR AVAILABLE FUNDS HELD BY
NORTH COUNTY TRANSIT DISTRICT.**

49. DISTRICT has informed DLSE and CONTRACTOR it has in PROJECT #7 funding, \$29,998.05 withheld from CONTRACTOR in retention under Labor Code Section 1727 (a), per the LABOR COMMISSIONER's request in CWPA #7.

50. DLSE and CONTRACTOR agree to resolve the COMBINED LITIGATION upon the DISTRICT's representation that \$29,998.05 is available to be distributed by DISTRICT for CONTRACTOR'S work on PROJECT #7 upon resolving that matter.

RESOLUTION AGREED TO BY THE PARTIES.

51. CONTRACTOR and LABOR COMMISSIONER agree to resolve all claims about PROJECTS #1 through #9; CWPA's #1 through #9; and LITIGATION #1 through #9:

- (a) CONTRACTOR allows, and irrevocably directs DISTRICT to pay directly to DLSE \$28,575.47 ("SETTLEMENT AMOUNT") from the funds referenced in paragraph 48; to make the check payable to "DIVISION OF LABOR STANDARDS ENFORCEMENT,"

to reference G M CLIMATE CONTROL SETTLEMENT in the memorandum part of the check and deliver it via delivery by U.S. mail to the following address:

State of California, Department of Industrial Relations
Division of Labor Standards Enforcement – Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825

- (b) CONTRACTOR agrees to cooperate with DISTRICT to the extent requested to achieve delivery of the SETTLEMENT AMOUNT to DLSE.
- (c) Once DISTRICT issues the check for the SETTLEMENT AMOUNT and causes it to be deposited in the United States mail, with the correct postage and addressed as stated in paragraph 50, subparagraph A, DLSE releases DISTRICT from all claims to remaining funds retained by DISTRICT from DLSE’s retention request in CWPAs #5 and/or #7.
- (d) Right after signing this Agreement, CONTRACTOR shall also send a signed letter to the Hearing Officer in LITIGATION #1 through #9, via email addressed to: RALano@dir.ca.gov , with a copy emailed to wsnyder@dir.ca.gov, withdrawing his requests for review in each matter listed as LITIGATION #1 through #9.
- (e) CONTRACTOR also agrees to debarment as a public works contractor under the terms of Labor Code section 1777.1, subdivisions (b) and (d), paragraph (1), for a term of eighteen months, which begins on the date he signs this Agreement and emails a signed copy to wsnyder@dir.ca.gov; and irrevocably agrees that that there is a factual basis for his debarment based on his actions as alleged in CWPAs #1 through #9.
- (f) CONTRACTOR understands, agrees and acknowledges that during the period of debarment referenced in paragraph 52, CONTRACTOR, any corporation in which it has an interest, and GEORGE AZIZ, its responsible officer, is 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.
- (g) CONTRACTOR agrees and understands that the SETTLEMENT AMOUNT is only intended to pay remaining unpaid wages and training fund contributions for workers

identified in CWPAs #1 through #9, and will not go toward payment of penalties, but that DLSE accepts the period of disbarment established in paragraph 51 (e), as consideration for penalties otherwise due with regard the PROJECTS and LITIGATION identified in this Agreement and no others.

- (h) DLSE agrees that once payment of the SETTLEMENT AMOUNT is made, and CONTRACTOR's term of debarment is served, CONTRACTOR will be released of CWPAs #1 through #9, identified herein.

52. DLSE will distribute the SETTLEMENT AMOUNT as wages (including training fund contributions as indicated) remaining due for the CWPAs:

- (a) CITY OF RIVERSIDE, LA SIERRA LIBRARY (PROJECT #1).

No funds will be distributed in this matter due to recovery from the surety.

- (b) HVAC MAINTENANCE & REPAIR AT CHP NEWHALL (PROJECT #2).

Wages for \$3,058.12 will be distributed to workers identified in the audit about this project and \$ 66.42 will be distributed to the California Apprenticeship Council as training fund contributions.

- (c) HVAC RENOVATION FOR THE MILITARY DEPARTMENT (PROJECT #3).

No funds will be distributed in this matter due to recovery from the surety.

- (d) HVAC MAINTENANCE AT SANTA FE SPRINGS CHP (PROJECT #4).

Wages for \$1,736.11 will be distributed to workers identified in the audit and \$38.13 will be distributed to the California Apprenticeship Council as training fund contributions.

- (e) PTC LAB HVAC, NORTH COUNTY TRANSIT DISTRICT (PROJECT #5).

No funds will be distributed in this matter due to recovery from the surety.

- (f) UNIVERSITY OF CALIFORNIA, RIVERSIDE (PROJECT #6).

Wages for \$5,873.93 will be distributed to the workers identified in the audit.

(g) HVAC REPAIR FOR NORTH COUNTY TRANSIT DISTRICT (PROJECT #7).

No funds will be distributed in this matter due to recovery from the surety.

(h) REPLACE HVAC EQUIPMENT FOR CITY OF TORRANCE (PROJECT #8).

Wages for \$14,476.22 will be distributed to the workers identified in the audit and \$385.40 will be distributed to the California Apprenticeship Council as training fund contributions.

(i) HVAC REPLACEMENT, CALTRANS, SAN BERNARDINO (PROJECT #9).

Wages for \$2,853.81 will be distributed to the workers identified in the audit and \$87.33 will be distributed to the California Apprenticeship Council as training fund contributions.

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

AGREEMENT

So the LABOR COMMISSIONER, effective upon payment of the SETTLEMENT AMOUNT, releases DISTRICT from all liability relating to CWPA #5 and CWPA #7. This release includes 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 by CONTRACTOR on PROJECTS identified as PROJECT #5 and PROJECT #6.

Upon payment of the SETTLEMENT AMOUNT, and effective upon the conclusion of the CONTRACTOR's debarment period in paragraph 51 (e), DLSE release CONTRACTOR from all liability relating to CWPA #1 through #9; and releases CONERSTONE RENOVATION for all liability relating to CWPA#6.

This release includes 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 by CONTRACTOR on PROJECTS identified as PROJECT #1 through #9.

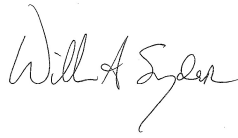
I certify that I have read this Release Agreement, understand the same, and agree to its terms. In witness of it, I have executed this Release Agreement on this 2nd day of MARCH 2023, at Los Angeles, California.

Under penalty of perjury, the undersigned represents and warrants he has full authority to execute this Release Agreement on behalf of the Office of the State Labor Commissioner, Department of Industrial Relations, State of California, and that no legislative nor judicial act nor approval is necessary to give effect to this Release.

OFFICE OF THE STATE LABOR COMMISSIONER
Department of Industrial Relations
State of California

By: 
FABIAN CAZARES
Senior Deputy Labor Commissioner

Approved as to form and content:


By: _____
WILLIAM A. SNYDER
Attorney for the Labor Commissioner

I certify that I have read this Release Agreement and understand the same and agree to its terms. In witness of it, I have executed this Release Agreement on this 2nd day of MARCH 2023, at North Hollywood, California.

GM CLIMATE CONTROL, INC.

By: _____
GEORGE AZIZ
CHIEF EXECUTIVE OFFICER

I certify that I have read this Release Agreement, understand the same, and agree to its terms. In witness of it, I have executed this Release Agreement on this 2nd day of MARCH 2023, at Los Angeles, California.

Under penalty of perjury, the undersigned represents and warrants he has full authority to execute this Release Agreement on behalf of the Office of the State Labor Commissioner, Department of Industrial Relations, State of California, and that no legislative nor judicial act nor approval is necessary to give effect to this Release.

OFFICE OF THE STATE LABOR COMMISSIONER
Department of Industrial Relations
State of California

By: _____
FABIAN CAZARES
Senior Deputy Labor Commissioner

Approved as to form and content:

By: _____
WILLIAM A. SNYDER
Attorney for the Labor Commissioner

I certify that I have read this Release Agreement and understand the same and agree to its terms. In witness of it, I have executed this Release Agreement on this 2nd day of MARCH 2023, at North Hollywood, California.

GM CLIMATE CONTROL, INC.

By:  _____
GEORGE AZIZ
CHIEF EXECUTIVE OFFICER