

1 DIVISION OF LABOR STANDARDS ENFORCEMENT  
2 Department of Industrial Relations  
3 State of California

4 BY: JOHANNA HSU, SBN 164247  
5 605 W. Santa Ana Blvd., Room 641, Bldg. 28  
6 Santa Ana, CA 92701  
7 Telephone: 714-558-4914  
8 Fax: 714-558-4564

9 Attorney for the Labor Commissioner

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

13 In the matter of the  
14 Debarment Proceeding Against:

Case No.: 40-48480-516

15 Gewargis Youkhanis Narso, an individual dba  
16 GEHVAC and Technologies, a sole proprietorship,  
17 and GEHVAC Co., a sole proprietorship,

18 Respondent.

19 **ORDER OF THE LABOR**  
20 **COMMISSIONER ON STIPULATION**  
21 **FOR DEBARMENT**

22 Respondent Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies,  
23 a sole proprietorship, and GEHVAC Co., a sole proprietorship (hereafter "GEHVAC") stipulated  
24 to as follows:

- 25 1. Respondent GEHVAC is the holder of California Contractor's licenses No.899312  
26 and No.1013848.
- 27 2. GEHVAC entered into the attached Stipulation for Debarment.

- 1 3. Based on the Stipulation for Debarment GEHVAC shall be ineligible, for a period of  
2 three (3) years, beginning February 1, 2017, to do either of the following:  
3 a. Bid on or be awarded a contract for a public works project; or  
4 b. Perform work as a subcontractor on a public works project.  
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7 IT IS HEREBY ORDERED.  
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10 DIVISION OF LABOR STANDARDS ENFORCEMENT  
11 DEPARTMENT OF INDUSTRIAL RELATIONS  
12 STATE OF CALIFORNIA  
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14 Dated: \_\_\_\_\_

By: *Julie A. Su*

15 Julie A. Su  
16 California State Labor Commissioner  
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## RELEASE AGREEMENT

This Agreement is made by the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California (hereafter "DLSE"), in favor of Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, and GEHVAC company, a sole proprietorship, and GEHVAC Co., a sole proprietorship (hereafter "GEHVAC") with reference to the following facts:

### RECITALS

1. DLSE served a Civil Wage and Penalty Assessment (hereafter "CWPA") on June 17, 2016, in DLSE Case No. 40-48480-516, claiming wages in the amount of \$157,949.86 and other amounts to be due and owing by GEHVAC, as a result of alleged violations of the California Labor Code involving its workers on a public works project awarded by the City of Livermore, known as the Livermore-Pleasanton Fire Station No. 9 project No. 1994-55 (hereafter "PROJECT").

2. GEHVAC filed a Request for Review of the CWPA which is now pending In the Matter of the Request for Review of: GEHVAC Company, Office of the Director-Legal (hereafter "ODL") Case No. 16-0276-PWH, with the Office of the Director, Department of Industrial Relations (hereafter "THE LITIGATION").

3. DLSE and GEHVAC have agreed to resolve all claims concerning the CWPA identified above, THE LITIGATION as follows:

Upon payment to the DLSE of \$2,000.00 due on or before Thursday, June 1, 2017, DLSE will release GEHVAC from any and all claims by DLSE including unpaid prevailing wages, training fund contributions, liquidated damages under Labor Code section 1742.1, and penalties under Labor Code sections 1775, 1777.7 and 1813 (including interest, costs and attorney fees), resulting from any work performed by the workers employed by GEHVAC on the PROJECT (hereafter "CLAIMS"),.

4. The check shall be made out to DLSE and addressed to:

DLSE  
Attn: Galina Velikovich, Esq.  
455 Golden Gate Ave, 9th Floor  
San Francisco, CA 94102

5. As part of settlement GEHVAC will also stipulate to a 3-year debarment from public works projects which will begin on February 1, 2017 and continue through February 1, 2020.

#### AGREEMENT

NOW, THEREFORE, in consideration of payment to the DLSE of \$2,000.00 and signing the stipulation for a 3-year debarment, as set forth above, the undersigned hereby releases and forever discharges GEHVAC, their employees, officers, stockholders, sureties, principals, successors and assigns, and agents from all CLAIMS, as defined above, arising out of DLSE Case No. 40-48480-516 and ODL Case No. 16-0267-PWH. This is a full release of all such CLAIMS against GEHVAC with regard to DLSE Case No.

40-48480-516 and ODL Case No. 16-0267-PWH, and the PROJECT,  
whether known or unknown, suspected or unsuspected.

The PARTIES agree and understand that this Agreement does  
not contemplate or address responsibility for payment of taxes  
on the settlement amount.

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 17 day of  
~~December, 2016,~~ <sup>January 2017</sup> in San Francisco, California.

Under penalty of perjury, the undersigned represents and  
warrants that she 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: *Galina Velikovich*  
GALINA VELIKOVICH  
Attorney for the Labor Commissioner

AGREED.

GEHVAC CO.

Dated: 1/14/2017

By: *Gewargis Youkhanis Narso*

Gewargis Youkhanis Narso

1 DIVISION OF LABOR STANDARDS ENFORCEMENT  
2 Department of Industrial Relations  
3 State of California

4 BY: JOHANNA HSU, SBN 164247  
5 605 W. Santa Ana Blvd., Room 641, Bldg. 28  
6 Santa Ana, CA 92701  
7 Telephone: 714-558-4914  
8 Fax: 714-558-4564

9 Attorney for the Labor Commissioner

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

13 In the matter of the  
14 Debarment Proceeding Against:

Case No.: 40-48680-151

15 Gewargis Youkhanis Narso, an individual dba  
16 GEHVAC and Technologies, a sole proprietorship,  
17 and GEHVAC Co., a sole proprietorship,

18 Respondent.

19 **ORDER OF THE LABOR**  
20 **COMMISSIONER ON STIPULATION**  
21 **FOR DEBARMENT**

22 Respondent Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies,  
23 a sole proprietorship, and GEHVAC Co., a sole proprietorship (hereafter "GEHVAC") stipulated  
24 to as follows:


- 25 1. Respondent GEHVAC is the holder of California Contractor's licenses No.899312  
26 and No.1013848.
- 27 2. GEHVAC entered into the attached Stipulation for Debarment.

- 1 3. Based on the Stipulation for Debarment GEHVAC shall be ineligible, for a period of  
2 three (3) years, beginning February 1, 2020, to do either of the following:  
3 a. Bid on or be awarded a contract for a public works project; or  
4 b. Perform work as a subcontractor on a public works project.  
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7 IT IS HEREBY ORDERED.  
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10 DIVISION OF LABOR STANDARDS ENFORCEMENT  
11 DEPARTMENT OF INDUSTRIAL RELATIONS  
12 STATE OF CALIFORNIA  
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14 Dated: 2/27/17

15 By:   
16 Julie A. Su  
17 California State Labor Commissioner  
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## RELEASE AGREEMENT

This Agreement is made by the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California (hereafter "DLSE"), in favor of Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, and GEHVAC company, a sole proprietorship, and GEHVAC Co., a sole proprietorship (hereafter "GEHVAC") with reference to the following facts:

### RECITALS

1. DLSE served a Civil Wage and Penalty Assessment (hereafter "CWPA") on May 6, 2016, in DLSE Case No. 40-48680-151, claiming wages in the amount of \$17,193.32 and other amounts to be due and owing by GEHVAC, as a result of alleged violations of the California Labor Code involving its workers on a public works project awarded by the Napa Sanitation District, known as the Recycled Water Expansion Phase 1, Project No. CIP 13714 (hereafter "PROJECT").

2. GEHVAC filed a Request for Review of the CWPA which is now pending In the Matter of the Request for Review of: GEHVAC Company, Office of the Director-Legal (hereafter "ODL") Case No. 16-0181-PWH, with the Office of the Director, Department of Industrial Relations (hereafter "THE LITIGATION").

3. DLSE and GEHVAC have agreed to resolve all claims concerning the CWPA identified above, THE LITIGATION as follows:



Upon payment to the DLSE of \$2,000.00 due on or before Friday, September 1, 2017, DLSE will release GEHVAC from any and all claims by DLSE including unpaid prevailing wages, training fund contributions, liquidated damages under Labor Code section 1742.1, and penalties under Labor Code sections 1775, 1777.7 and 1813 (including interest, costs and attorney fees), resulting from any work performed by the workers employed by GEHVAC on the PROJECT (hereafter "CLAIMS"),.

4. The check shall be made out to DLSE and addressed to:

DLSE  
Attn: Galina Velikovich, Esq.  
455 Golden Gate Ave, 9th Floor  
San Francisco, CA 94102

5. As part of settlement GEHVAC will also stipulate to a 3-year debarment from public works projects which will begin on February 1, 2020 and continue through February 1, 2023.

#### AGREEMENT

NOW, THEREFORE, in consideration of payment to the DLSE of \$2,000.00 and signing the stipulation for a 3-year debarment, as set forth above, the undersigned hereby releases and forever discharges GEHVAC, their employees, officers, stockholders, sureties, principals, successors and assigns, and agents from all CLAIMS, as defined above, arising out of DLSE Case No. 40-48680-151 and ODL Case No. 16-0181-PWH. This is a full release of all such CLAIMS against GEHVAC with regard to DLSE Case No.


40-48680-151 and ODL Case No. 16-0181-PWH, and the PROJECT, whether known or unknown, suspected or unsuspected.

The PARTIES agree and understand that this Agreement does not contemplate or address responsibility for payment of taxes on the settlement amount.

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 17 day of ~~December, 2016,~~ <sup>January, 2017</sup> in San Francisco, California.

Under penalty of perjury, the undersigned represents and warrants that she 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:   
GALINA VELIKOVICH  
Attorney for the Labor Commissioner

AGREED.

GEHVAC CO.

Dated: 1/4/2017

By:   
Gewargis Youkhanis Narso

1 DIVISION OF LABOR STANDARDS ENFORCEMENT  
2 Department of Industrial Relations  
3 State of California

4 BY: JOHANNA HSU, SBN 164247  
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6 Santa Ana, CA 92701  
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8 Fax: 714-558-4564

9 Attorney for the Labor Commissioner

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

13 In the matter of the  
14 Debarment Proceeding Against:

Case No.: 40-50199-124

15 **ORDER OF THE LABOR**  
16 **COMMISSIONER ON STIPULATION**  
17 **FOR DEBARMENT**

18 Gewargis Youkhanis Narso, an individual dba  
19 GEHVAC and Technologies, a sole proprietorship,  
20 and GEHVAC Co., a sole proprietorship,

21 Respondent.

22 Respondent Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies,  
23 a sole proprietorship, and GEHVAC Co., a sole proprietorship (hereafter "GEHVAC") stipulated  
24 to as follows:

- 25 1. Respondent GEHVAC is the holder of California Contractor's licenses No.899312  
26 and No.1013848.  
27 2. GEHVAC entered into the attached Stipulation for Debarment.

## RELEASE AGREEMENT

This Agreement is made by the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California (hereafter "DLSE"), in favor of Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, and GEHVAC company, a sole proprietorship, and GEHVAC Co., a sole proprietorship (hereafter "GEHVAC") with reference to the following facts:

### RECITALS

1. DLSE served a Civil Wage and Penalty Assessment (hereafter "CWPA") on May 6, 2016, in DLSE Case No. 40-50199-516, claiming wages in the amount of \$61,721.26 and other amounts to be due and owing by GEHVAC, as a result of alleged violations of the California Labor Code involving its workers on a public works project awarded by the Napa Sanitation District, known as the Stockton Armory Building Renovation Project No. B0670 (hereafter "PROJECT").
2. GEHVAC filed a Request for Review of the CWPA which is now pending In the Matter of the Request for Review of: GEHVAC Company, Office of the Director-Legal (hereafter "ODL") Case No. 16-0263-PWH, with the Office of the Director, Department of Industrial Relations (hereafter "THE LITIGATION").
3. DLSE and GEHVAC have agreed to resolve all claims concerning the CWPA identified above, THE LITIGATION as follows:

Upon payment to the DLSE of \$2,000.00 due on or before Friday, December 1, 2017, DLSE will release GEHVAC from any and all claims by DLSE including unpaid prevailing wages, training fund contributions, liquidated damages under Labor Code section 1742.1, and penalties under Labor Code sections 1775, 1777.7 and 1813 (including interest, costs and attorney fees), resulting from any work performed by the workers employed by GEHVAC on the PROJECT (hereafter "CLAIMS"),.

4. The check shall be made out to DLSE and addressed to:

DLSE  
Attn: Galina Velikovich, Esq.  
455 Golden Gate Ave, 9th Floor  
San Francisco, CA 94102

5. As part of settlement GEHVAC will also stipulate to a 3-year debarment from public works projects which will begin on February 1, 2023 and continue through February 1, 2026.

#### AGREEMENT

NOW, THEREFORE, in consideration of payment to the DLSE of \$2,000.00 and signing the stipulation for a 3-year debarment, as set forth above, the undersigned hereby releases and forever discharges GEHVAC, their employees, officers, stockholders, sureties, principals, successors and assigns, and agents from all CLAIMS, as defined above, arising out of DLSE Case No. 40-50199-516 and ODL Case No. 16-0263-PWH. This is a full release of all such CLAIMS against GEHVAC with regard to DLSE Case No.

40-50199-516 and ODL Case No. 16-0263-PWH, and the PROJECT, whether known or unknown, suspected or unsuspected.

The PARTIES agree and understand that this Agreement does not contemplate or address responsibility for payment of taxes on the settlement amount.

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 17 day of <sup>January 2017</sup> ~~December~~, 2016, in San Francisco, California.

Under penalty of perjury, the undersigned represents and warrants that she 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:



\_\_\_\_\_  
GALINA VELIKOVICH  
Attorney for the Labor Commissioner

AGREED.

GEHVAC CO.

Dated:

4/4/2017

By:

  
\_\_\_\_\_  
Gewargis Youkhanis Narso

- 1 3. Based on the Stipulation for Debarment GEHVAC shall be ineligible, for a period of  
2 three (3) years, beginning February 1, 2023, to do either of the following:  
3 a. Bid on or be awarded a contract for a public works project; or  
4 b. Perform work as a subcontractor on a public works project.  
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7 IT IS HEREBY ORDERED.  
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10 DIVISION OF LABOR STANDARDS ENFORCEMENT  
11 DEPARTMENT OF INDUSTRIAL RELATIONS  
12 STATE OF CALIFORNIA  
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14 Dated: 2/27/2017

15 By: *Julie A. Su*  
16 Julie A. Su  
17 California State Labor Commissioner  
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