

1 DIVISION OF LABOR STANDARDS ENFORCEMENT
2 Department of Industrial Relations
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10 LABOR STANDARDS ENFORCEMENT

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

15 In the matter of the
16 Debarment Proceeding Against,

Case No.: LB 4495

ORDER OF THE LABOR
COMMISSIONER ON STIPULATION
TO DEBARMENT

17 GORDON FULTON NIXON an individual, dba
18 NIXON ELECTRIC;

Respondents.

19 Whereas, Respondent stipulated to debarment as follows:

20 1. Respondent Gordon Fulton is the holder of California Contractor's license
21 number 796802.

22 2. Respondent entered into the attached STIPULATION FOR
23 DEBARMENT.

24 3. Based on the STIPULATION FOR DEBARMENT, see Paragraph 6,
25 subsection B of the attached SETTLEMENT AGREEMENT, AND RELEASE,
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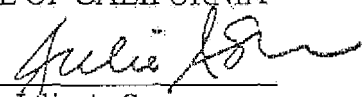
Respondent shall be ineligible for a period of three years, beginning August, 2014 to do either of the following:

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

IT IS HEREBY ORDERED.

DIVISION OF LABOR STANDARDS
DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF CALIFORNIA

Dated: 9.3.14

By: 
Julie A. Su
State Labor Commissioner

SETTLEMENT AGREEMENT AND RELEASE

PARTIES

The parties to this Agreement, which was made as of the 29th day of July, 2014, consist of the DIVISION OF LABOR STANDARDS ENFORCEMENT, Department of Industrial Relations, State of California (hereafter "DLSE") and GORDON FULTON NIXON an individual dba NIXON ELECTRIC (hereafter "NIXON"), hereinafter collectively referred to as "PARTIES."

RECITALS

1. On May 28, 2013, DLSE served a Civil Wage and Penalty Assessment (hereafter "CWPA") (attached as Exhibit "1") in DLSE Case No. 40-33630-313, to IPI CONSTRUCTION (hereafter "IPI"), NIXON, AEGIS SECURITY INSURANCE COMPANY (hereafter "SURETY") and UCLA CONTRACTS ADMINISTRATION (hereafter "AWARDING BODY"), claiming wages and training funds due in the amount of \$8,208.81; combined penalties for violations of Labor Code sections 1775 and 1813 in the amount of \$3,415.00; and potential liquidated damages in the amount of \$8,208.81; said amounts alleged to be due and owing by IPI and NIXON as a result of alleged violations of the prevailing wage laws of the State of California involving workers employed by NIXON on a public works project known as ORL COMPUTER LEARNING CENTER RENOVATION - UCLA (hereafter "PROJECT"), awarded by the AWARDING BODY to IPI as the prime contractor, with NIXON as a subcontractor on the PROJECT.

2. Pursuant to the provisions of Labor Code section 1743, subdivision (a), and by operation of law, IPI and NIXON are liable for all amounts found due on the CWPA and/or a final order and/or judgment based thereon.

3. To the extent that the AWARDING BODY has withheld any funds in response to the CWPA, the AWARDING BODY is duty bound to promptly transmit withheld funds with

respect to the amount found due on the CWPA and/or any final order(s) and/or judgment(s) based thereon, if any, to DLSE pursuant to Labor Code sections 1727 and/or 1742(f).

4. NIXON is an individual (Gordon Fulton Nixon) doing business as ("dba") Nixon Electric. NIXON is also a contractor licensed with the Contractors State Licensing Board (hereafter "CSLB") of the State of California under Contractor's license number 796802. During all times mentioned herein, Gordon Fulton Nixon was listed with the CSLB as the "SOLE OWNER" of NIXON. No other "OFFICERS" were listed for NIXON on the CSLB website. As of the date of this Agreement, NIXON is not associated with any other CSLB license. In entering this Agreement, NIXON expressly confirms that the information in this paragraph is true and complete to the best of his knowledge.

5. NIXON and IPI having failed to timely enter that certain Request for Review, DLSE entered Judgment in Superior Court of Los Angeles under the Case Number 14K04291 (hereafter "JUDGMENT") (attached as Exhibit "2") based upon the final CWPA identified in Paragraph 1. The JUDGMENT was entered in the amount of \$21,152.78, representing \$8,208.81 in wages, \$3,415.00 in Labor Code sections 1775 and 1813 penalties, \$8,208.81 in Liquidated Damages pursuant to Labor Code section 1742.1, and \$1,320.16 in interest on the wages pursuant to Labor Code section 1741(b).

SETTLEMENT AGREEMENT

6. DLSE and NIXON agree to resolve all disputes between them concerning the CWPA identified in Paragraph 1 above and the JUDGMENT identified in Paragraph 5 above, as follows:

- A. NIXON will pay to DLSE, the sum of **\$6,156.61** (hereafter "SETTLEMENT AMOUNT"), representing Liquidated Damages. This SETTLEMENT AMOUNT is due on or before **September 15, 2014**, with the check made out to "DIVISION OF

LABOR STANDARDS ENFORCEMENT” and should be transmitted to DLSE’s Long Beach, CA office to the attention of Attorney Max D. Norris;

B. NIXON as an individual and in his capacity doing business as NIXON ELECTRIC also stipulates as follows (these terms are hereafter referred to as the terms of the “DEBARMENT STIPULATION”):

1) NIXON is the holder of California Contractor’s license number 796802;

2) NIXON is the SOLE OWNER of this license number;

3) NIXON as an individual and in his capacity doing business as NIXON ELECTRIC stipulates to debarment pursuant to Labor Code section 1777.1, subdivision (a) for a period of 3 years beginning on August 1, 2014, following the filing of the Determination and Order of the Labor Commissioner in this matter. During that 3 year period, NIXON as an individual and in his capacity doing business as NIXON ELECTRIC, and any firm, corporation, partnership, or association in which any of said persons has any interest as defined in Labor Code section 1777.1, subdivision (f), or any substantial interest as defined in 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 a subcontractor on a public works project.

C. In return for the successful completion of the foregoing, DLSE will release NIXON from further liability on the CWPA identified in Paragraph 1 above and the JUDGMENT identified in Paragraph 2 above.

7. DLSE and NIXON agree that in the event NIXON as an individual and in his capacity doing business as Nixon Electric, or any firm, corporation, partnership, or association in which any of said persons have any interest as defined in Labor Code section 1777.1, subdivision (f), or any substantial interest as defined in California Code of Regulations, Title 8, section 16800, fail to abide by the terms of their debarment, the remainder of the JUDGMENT after partial satisfaction, \$3,415.00 representing Labor Code sections 1775 and 1813 penalties, will become due immediately.

8. THE PARTIES agree that DLSE will allocate the SETTLEMENT AMOUNT for its own accounting purposes as further set forth herein; and NIXON agrees and warrants that it will not make or encourage any attempt to hereafter retrieve any portion of the SETTLEMENT AMOUNT or of the amount settled for with IPI separately, from DLSE or any of the workers named on the audit.

9. The PARTIES agree that signatures to this agreement may be effective upon electronic transmission whether by email, facsimile transmission, or as a PDF attachment to email; that all signatures need not be affixed to a single document to be effective as to the PARTY whose signature is affixed so long as each PARTY signs this Settlement Agreement and Release; that the signatures are valid even if they are not dated; and that where this Settlement Agreement and Release is signed by counsel and/or other agent for the PARTY, such counsel and/or agent warrants that he/she/they are expressly authorized by their client or principal to execute this document on their client's or principal's behalf.

RELEASES


10. DLSE agrees that, conditioned upon NIXON's timely payment to DLSE of the SETTLEMENT AMOUNT as set forth in Paragraph 6 (A) of this agreement; and the successful completion of the terms of the DEBARMENT STIPULATION in paragraph 6 (B), DLSE does hereby release NIXON, their employees, officers, stockholders, successors and assigns, attorneys and agents from all CLAIMS arising out of DLSE Case No. 40-33630-313 and the JUDGMENT.

This is a full release of all such CLAIMS against NIXON arising out of said CWPA and JUDGMENT whether known or unknown, suspected or unsuspected. DLSE agrees that upon NIXON's timely payment to DLSE of the SETTLEMENT AMOUNT as set forth in Paragraph 6 (A) of this agreement; and the successful completion of the terms of the DEBARMENT STIPULATION in paragraph 6 (B), DLSE will enter a Satisfaction of Judgment on the JUDGMENT as to NIXON.

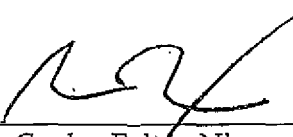
SIGNATURES

I certify that I have read this Settlement Agreement and Release and fully understand it, and in witness I have executed this Release on this 2nd day of ~~June~~^{September}, 2014, at Long Beach, California. The undersigned represents and warrants that he has full authority to execute this Settlement Agreement and Release 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: 
MAX D. NORRIS, Esq.
Attorney for the Labor Commissioner

I hereby certify that I have read this Settlement Agreement and Release and fully understand it, and on behalf of myself as an individual and as Sole Owner of NIXON ELECTRIC, I agree to be bound by the terms of this Agreement including the DEBARMENT STIPULATION. In witness thereof, I have executed this Agreement this 18 day of ~~June~~^{August}, 2014, at VAN DUSEN, California.

By:  8/18/14
Gordon Fulton Nixon