

1 STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
4 Abdel Nassar, SBN 275712
5 320 West 4th Street, Suite 600
6 Los Angeles, CA 90013
7 Telephone No. (213) 897-1511
8 Facsimile No. (213) 897-2877

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

12 Before the Labor Commissioner of the State of California

13
14 In The Matter of the Debarment Proceeding
15 Against:

16 TOBO CONSTRUCTION, INC.;
17 JIMI WAN CHAE; MONICA SHIUN OH;
18 KYUNG JIN YOON,

19 Respondents.

Case No. SC 7250

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22 **DECISION RE DEBARMENT OF**
23 **RESPONDENTS FROM PUBLIC**
24 **WORKS PROJECTS**

25 **(Labor Code Section 1777.1)**

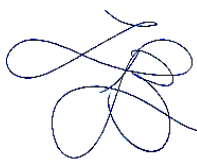
26 The attached Proposed Statement of Decision of Hearing Officer Abdel Nassar, debarment
27 TOBO CONSTRUCTION, INC., JIMI WAN CHAE, MONICA SHIUN SHIUN OH, and
28 KYUNG JIN YOON, from working on public works projects in the State of California for three
years, is hereby adopted by the Division of Labor Standards Enforcement as the Decision in the
above-captioned matter.

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This Decision shall become effective March 21, 2023. The debarment shall commence in 45 days (plus 5 days for mailing) on May 10, 2023.

IT IS SO ORDERED.

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



Dated: March 21, 2023

By: _____
Lilia Garcia-Brower
State Labor Commissioner

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18 KYUNG JIN YOON,

19 Respondents.

Case No. SC 7250

**PROPOSED STATEMENT OF
DECISION RE DEBARMENT OF
RESPONDENTS FROM PUBLIC
WORKS PROJECTS**

(Labor Code § 1777.1)

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21 Debarment proceedings pursuant to Labor Code section 1777.1 were initiated by the
22 DIVISION OF LABOR STANDARDS ENFORCEMENT (referenced herein as the “Division”)
23 by fling a Statement of Alleged Violations against the following named respondents: TOBO
24 CONSTRUCTION, INC., a California Corporation; JIMI WAN CHAE, an individual and RMO
25 of TOBO CONSTRUCTION, INC.; MONICA SHIUN OH, an individual and CEO/President of
26 TOBO CONSTRUCTION INC.; and KYUNG JIN YOON, an individual and RME of TOBO
27 CONSTRUCTION, INC. (collectively referenced herein as “Respondents”).
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1 Respondents were duly served with the Notice of Hearing and Statement of Alleged
2 Violations on April 19, 2022. Respondents were duly served with a Notice of Amended Hearing
3 and Statement of Alleged Violations on June 30, 2022.

4 The hearing on the alleged violations was held in Los Angeles, California, and by Zoom
5 on August 23, 2022. Abdel Nassar served as the Hearing Officer. David Cross appeared on behalf
6 of the Division. Deputy Labor Commissioner Rachel Norton and Deputy Labor Commissioner
7 Norbert Flores testified for the Division. Respondents failed to appear.

8 The hearing was electronically recorded. The witnesses testified under oath and all
9 exhibits presented were admitted into evidence. At the conclusion of the hearing, the matter was
10 taken under submission.

11 **FINDINGS OF FACT**

12 1. Respondent Tobo Construction, Inc. was, at all times relevant herein, a contractor licensed
13 by the Contractors State License Board under license number 758012, and a corporation
14 organized and existing under the laws of the State of California.

15 2. Respondent Jimi Wan Chae was, at all times relevant herein, listed with the Contractors
16 State License Board as RMO of Tobo Construction, Inc.

17 3. Respondent Monica Shiun Oh was, at all relevant times relevant herein, listed with the
18 Contractors State License Board as CEO and President of Tobo Construction, Inc.

19 4. Respondent Kyung Jin Yoon was, at all times relevant herein, listed with the Contractors
20 State License Board as RME of Tobo Construction, Inc.

21 **New Gymnasium at Ramona Middle School Project, Bonita Unified School District**

22 5. Deputy Flores testified he investigated and issued a Civil Wage and Penalty Assessment
23 (“CWPA”) in DLSE Case No. 40-54388-132 against Tobo Construction, Inc. (“Tobo”) on
24 November 14, 2019, for underpayment of prevailing wages, including overtime, in the amount of
25 \$800,858.90. (Exhibit 7)

26 6. Deputy Flores explained his investigation revealed a scheme whereby Tobo used
27 intermediaries or “brokers” to pay workers cash and with personal checks. Tobo listed these
28 “brokers” as Carpenters in its Certified Payroll Records (CPRs). Bank records subpoenaed by the

1 Division showed bulk deposits of checks issued to workers by Tobo back into Tobo's account.
2 (Exhibit 8)

3 7. Deputy Flores testified he interviewed workers who, amongst other things, reported they
4 were required to cash backdated checks from Tobo and return the money to the brokers or other
5 supervisors.

6 8. Deputy Flores' investigation showed Tobo was issued five other CWPA's between 2018
7 and 2019. (Exhibit 8 at 00048)

8 9. Deputy Flores testified that due to the egregious nature of the violations, his supervisor
9 approved the maximum penalty of \$200 per violation against Tobo pursuant to Labor Code
10 section 1775 for a total of \$535,200.00. (Exhibit 8)

11 10. Deputy Flores testified the surety challenged the timeliness of the CWPA but the Director
12 found it timely under Labor Code section 1741. (Exhibit 9)

13 11. Lastly, Deputy Flores explained that because Tobo withdrew its request for review, the
14 CWPA became final. (Exhibit 10)

15 **Student Services Center Project, El Camino Community College District**

16 12. Deputy Flores testified he issued an Amended Civil Wage and Penalty Assessment
17 (ACWPA) against Tobo in DLSE Case No. 40-60881-132. The ACWPA was issued for Tobo's
18 failure to pay prevailing wages, including overtime, violation of apprenticeship standards, and
19 failure to provide certified payroll records as requested by the Division. (Exhibit 11)

20 13. Deputy Flores' investigation, including interviews with workers and bank records
21 obtained pursuant to a subpoena, revealed Tobo engaged in the same kickback scheme as in the
22 New Gymnasium Project. This included use of the "brokers" or intermediaries to pay workers in
23 cash while requiring the workers to cash checks issued by Tobo and return money back to the
24 brokers. Payroll records obtained for workers showed significant disparity in what Tobo claimed
25 it paid them and what they actually received as shown in their W2s.

26 14. Deputy Flores explained that Tobo falsified its CPRs. The Division eventually obtained
27 CPRs from a third party called School Construction Compliance. The Division, however,
28 obtained time records from Tobo in spreadsheet format pursuant to a subpoena. Some of the

1 workers and hours reflected in Tobo's spreadsheet were not listed in the CPRs. The hours
2 reflected in Tobo's spreadsheets for these workers, but not reported in the CPRs, matched with
3 the hours workers reported to Deputy Flores.

4 15. Deputy Flores testified that Tobo used different sign-in sheets for workers depending on
5 what broker they were assigned. Tobo did not provide these sign-in sheets to the Division. Deputy
6 Flores obtained photos of the different clipboards with the sign-in sheets. The photos also show
7 that Tobo assigned an employee to make sure workers signed the corresponding sign-in sheet.
8 (Exhibit 12 at 00086)

9 16. Deputy Flores testified the ACWPA became final because Tobo withdrew its request for
10 review. (Exhibit 13)

11 17. Deputy Flores explained the Division recovered 1.2 million in unpaid wages from the
12 awarding body and surety for workers on this project. (Exhibit 14)

13 **Fire Station 27 Replacement-Filmore Project, County of Ventura**

14 18. Deputy Norton testified she investigated and issued a CWPA against Tobo in DLSE Case
15 No. 40-570220-218, on October 24, 2019, for Tobo's failure to pay prevailing wages, including
16 overtime and training fund contributions, and violations of apprenticeship standards including
17 failure to submit contract award information and employ apprentices in the required ratio.
18 (Exhibit 15)

19 19. Deputy Norton's investigation, including interviews with workers, revealed Tobo falsified
20 its CPRs by not reporting all workers and/or hours worked on the project. (Exhibit 17)

21 20. Deputy Norton testified her investigation also revealed Tobo had a history of prior
22 violations based on five other CWPA's issued against Tobo, including the ACWPA issued by
23 Deputy Flores for the Student Services Center Project described above.

24 21. Deputy Morton explained the Division obtained payment from the surety for unpaid
25 wages for \$250,000. (Exhibits. 17-18)

26 22. Finally, Deputy Norton testified that because Tobo withdrew its request for review the
27 CWPA became final. (Exhibit 19)

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1 **Horizontal View Mental Health Rehabilitation Center Project, County of Ventura**

2 23. The Division also introduced a January 1, 2022, decision of the Director of Industrial
3 Relations on a CWPA issued against Tobo on March 26, 2019, for failure to pay prevailing
4 wages, failure to comply with apprenticeship requirements, and failure to provide certified payroll
5 records as requested by the Division. (Exhibits 20-21) Tobo failed to appear at the hearing and the
6 Director affirmed the CWPA finding that Tobo failed to pay workers prevailing wages,
7 misclassified at least one worker, and failed to report all workers in its CPRs. The Director found
8 Tobo failed to provide the Division CPRs despite repeated requests in violation of Labor Code
9 section 1776. The Director also found Tobo failed to comply with apprenticeship notice
10 requirements in violation of Labor Code section 1777.5 and applicable regulations. (*Id.*)

11 **CONCLUSIONS OF LAW**

12 The Division seeks to debar Respondents for a period of three (3) years based on its
13 position that Respondents “willfully” violated public works laws with “intent to defraud.”

14 Labor Code section 1777.1 provides in part:

15 (a) Whenever a contractor or subcontractor performing a public
16 works project pursuant to this chapter is found by the Labor
17 Commissioner to be in violation of this chapter with intent to
18 defraud, the contractor or subcontractor or a firm, corporation,
19 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:

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

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

24 (b) Whenever a contractor or subcontractor performing a public
25 works project pursuant to this chapter is found by the Labor
26 Commissioner to have committed two or more separate willful
27 violations of this chapter within a three-year period, the contractor
28 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:

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

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

(c) Whenever a contractor or subcontractor performing a public works project has failed to provide a timely response to a request by the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the awarding body to produce certified payroll records pursuant to Section 1776, the Labor Commissioner shall notify the contractor or subcontractor that, in addition to any other penalties provided by law, the contractor or subcontractor will be subject to debarment under this section if the certified payroll records are not produced within 30 days after receipt of the written notice. If the commissioner finds that the contractor or subcontractor has failed to comply with Section 1776 by that deadline, unless the commissioner finds that the failure to comply was due to circumstances outside the contractor's or subcontractor's control, 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 and not 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.

(d)(1) In the event a contractor or subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or to be awarded 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.

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

(A) Whether the violation was intentional.

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

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

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

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

California Code of Regulations, Title 8, Section 16800 defines “Intent to Defraud” as “... the intent to deceive another person or entity, as defined in this article, and to induce such other person or entity, in reliance upon such deception, to assume, create, transfer, alter or terminate a right, obligation or power with reference to property of any kind.” Intent to deceive or defraud can be inferred from the facts. *People v. Kiperman* (1977) 69 Cal. App. 3d Supp. 25, 31.

Under Labor Code section 1777.1 (e), “A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or deliberately refuses to comply with its provisions.” Moreover, a person’s knowledge of the law is imputed to him or her, and an unlawful intent may be inferred from the doing of an unlawful act. *People v. McLaughlin* (1952) 111 Cal.App.2nd 781, 789.

The uncontested evidence in this case established that Respondents “**willfully**” violated public works laws by failing to pay prevailing wages, including overtime, failing to comply with apprenticeship standards, including failing to make required training fund contributions, failing to employ the apprentices as required, and failing to maintain and provide accurate certified payroll records.

The uncontested evidence also established that Respondents acted with “**intent to defraud**” the workers, the awarding bodies, and the State of California when Respondents misclassified workers, falsified certified payroll records, and demanded kickbacks from workers.

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1 **Failure to Pay Prevailing Wage**

2 The uncontested evidence established Respondents **willfully** failed to pay prevailing
3 wages to workers on the projects discussed herein with **intent to defraud**:

4 1. Respondents failed to pay prevailing wages to 25 workers in the New Gymnasium
5 Project totaling approximately \$800,858.90. Respondents used various schemes to underpay these
6 workers including having “brokers” pay workers with cash and personal checks while issuing
7 workers other checks that were cashed in bulk with the proceeds going back to Respondents. For
8 example, workers Cesar Bolanos and Eduardo Espinosa Figueroa were paid in cash and personal
9 checks by broker Jaime Huerta but were required to cash checks issued by Respondents and
10 return the proceeds back to Jaime Huerta or another supervisor on duty. (Exhibit 8 at 00045-46)
11 The evidence established that Respondents paid Francisco Ruelas \$15.00 per hour as a Carpenter
12 although the required prevailing rate was \$55.20. (Exhibit 7 at 00037, Exhibit 8 at 00046)
13 Rodrigo Correa also worked as a Carpenter on the Project and was paid \$17.50 hour. (Exhibit 8 at
14 00047).

15 2. Respondents failed to pay prevailing wages to about 90 employees in the Student
16 Services Center Project totaling almost 3 million dollars. (Exhibit 11) Respondents used similar
17 schemes to underpay these workers, including paying them in cash and personal checks from
18 brokers, while requiring workers to cash checks issued by Respondents and return the proceeds of
19 the checks back to the brokers. Respondents paid workers daily rates significantly lower than the
20 required prevailing wages ranging from \$100 to \$170.00. (Exhibit 12) The undisputed evidence
21 established, for example, that Jesus Javier Espinoza received checks from Respondents (Tobo
22 Construction) but was only allowed to keep his daily rate of \$170.00 and required to return the
23 balance to Respondents. (Exhibit 12) Similarly, worker Miguel Angel Flores was required to cash
24 large checks issued by Respondents and return the money back to the broker. (Exhibit 12 at
25 00081)

26 3. Respondents failed to pay prevailing wages to 22 workers in the Fire Station 27
27 Replacement-Filmore Project totaling approximately \$511,477.64. The undisputed evidence
28 established that Respondents employed the same fraudulent pattern and practice to underpay
workers on this project, including underreporting employees’ hours and paying them daily or

1 hourly rates significantly below the required prevailing wage rate. Jaime Bolanos, for example,
2 worked on this project from November 5, 2017, to April 1, 2018, but was only reported on the
3 CPRs sporadically. He worked as a drywall installer and received \$21.50 per hour, instead of the
4 required prevailing rate of \$40.40 per hour. (Exhibit 16 at 00113)

5 4. The evidence established that Respondents failed to pay prevailing wages to about 6
6 workers in the Horizon View Mental Health Rehabilitation Center Project totaling \$94,240.38. In
7 upholding the CWPA against Tobo, the Director found, *inter alia*, that Tobo failed to pay the
8 correct prevailing rate for Operating Engineer, Laborer Apprentice, and misclassified at least one
9 worker. (Exhibit 21)

10 The undisputed evidence above supports a finding Respondents failed to pay prevailing
11 wages with **intent to defraud**. The kick-back scheme, falsification of CPRs and underreporting
12 of hours (as discussed below), and misclassification of employees shows Respondents intended to
13 defraud not just the workers, but also the awarding bodies and the State of California. Likewise,
14 Respondents' failure to pay prevailing wages was **willful**. Respondents clearly knew they had an
15 obligation to pay prevailing wages on the projects since they went through great lengths to hide
16 the fact they were not complying with the law by paying workers in cash and requiring them to
17 cash checks and return the money back to Respondents, and falsifying CPRs.

18 **Failure to Comply with Apprenticeship Requirements**

19 The uncontested evidence established that Respondents willfully violated Labor Code
20 sections 1773.1, 1774, and 1777.5 by failing to make required training fund contributions and
21 failing to employ apprentices as required on the public works projects:

22 5. Respondents failed to make the required training fund contributions for all hours
23 worked on the New Gymnasium Project in the amount of \$12,598.00. (Exhibits 8 at 00040)

24 6. Respondents failed to make \$42,204.26 in required training fund contributions for the
25 Student Services Center Project. (Exhibit 12) Respondents failed to provide Contract Award
26 Information (DAS 140) and/or submit Request for Dispatch of an Apprentice (DAS 142) to 8
27 applicable apprenticeship committees. (*Id.*) Respondents also failed to employ apprentices in the
28

1 required ratio for 8 job classifications resulting in denial of more than ten thousand apprenticeship
2 hours. (Exhibit 12 at 00070)

3 7. Respondents failed to make \$6,477.80 in required training fund contributions for the
4 Fire Station 27 Replacement-Filmore Project. (Exhibit 16) Respondents failed to employ the
5 required apprentices on this project resulting in loss of more than two thousand apprenticeship
6 hours. (*Id.* at 00115)

7 The uncontested evidence supports a finding that Respondents' violations of
8 apprenticeship requirements, including under Labor Code section 1777.5, were serious and
9 intentional. Respondents committed numerous violations in each of the different projects. They
10 employed apprentices in some classifications but not in the required ratio, and not at all in most
11 classifications. (Exhibit 12 at 00070, Exhibit 16 at 00115) They also submitted DAS 140s and
12 DAS 142s to some apprenticeship committees in one project but to none in another project.
13 (Exhibit 12 at 00069, Exhibit 16 at 00115) Respondents' failure to comply with these
14 requirements also resulted in the loss of thousands of apprenticeship hours and denied
15 apprenticeship committees of tens of thousands of dollars in training fund contributions.

16 **Failure to Maintain and Provide Accurate CPRs**

17 Labor Code section 1776 provides in relevant part:

18
19 (a) Each contractor and subcontractor shall keep accurate payroll records,
20 showing the name, address, social security number, work classification,
21 straight time and overtime hours worked each day and week, and the actual
22 per diem wages paid to each journeyman, apprentice, worker, or other
23 employee employed by the contractor or subcontractor in connection with
the public work. Each payroll record shall contain or be verified by a
written declaration that it is made under penalty of perjury, stating both of
the following:

24 (1) The information contained in the payroll record is true and
25 correct.

26 (2) The employer has complied with the requirements of Sections
27 1771, 1811, and 1815 for any work performed by that person's
28 employees on the public works project.

1 (b) The payroll records enumerated under subdivision (a) shall be certified
2 and shall be available for inspection at all reasonable hours at the principal
3 office of the contractor on the following basis:

4 (1) A certified copy of an employee's payroll record shall be made
5 available for inspection or furnished to the employee or the
6 employee's authorized representative on request.

7 (2) A certified copy of all payroll records enumerated in
8 subdivision (a) shall be made available for inspection or
9 furnished upon request to a representative of the body awarding
10 the contract and the Division of Labor Standards Enforcement
11 of the Department of Industrial Relations.

12 [...]

13 (h) The contractor or subcontractor has 10 days in which to comply
14 subsequent to receipt of a written notice requesting the records enumerated
15 in subdivision (a)...

16 The undisputed evidence established Respondents failed to maintain and provide accurate
17 CPRs on the public works projects, including:

18 8. The cash payments and kickbacks Respondents required from the workers rendered the
19 CPRs for the projects, including the New Gymnasium Project false and inaccurate. Respondents
20 also failed to report all workers who worked on this Project. (Exhibit 8 at 00048) In addition,
21 Respondents ignored the Division's request for CPRs on September 4, 2018.

22 9. Respondents also failed to provide CPRs to the Division for the Student Services
23 Center Project. (Exhibit 12 at 00072) The CPRs the Division eventually obtained from a third
24 party were false since Respondents under-reported workers, wages, and hours. (*Id.*)

25 10. Respondents under-reported hours in the CPRs for the Fire Station 27 Replacement
26 Filmore Project. (Exhibit 16 at 00112-00114)

27 11. Finally, the Director found Respondents failed to provide the Division CPRs for the
28 Horizon View Mental Health Rehabilitation Center Project despite repeated requests. (Exhibit 21
at 00141)

There was no evidence to support that Respondents' failure to provide accurate CPRs to
the Division upon request was due to any circumstances outside their control.

1 CONCLUSION

2 Based on the evidence presented at the hearing, we find that Respondents Tobo
3 Construction, Inc., Jimi Wan Chae, an individual and RMO of Tobo Construction, Inc., Monica
4 Shiun Oh, an individual and CEO/President of Tobo Construction, Inc., and Kyung Jin Yoon, an
5 individual and RME of Tobo Construction Inc. “**willfully**” violated public works laws by failing
6 to pay prevailing wages, failing to comply with apprenticeship requirements, and failing to
7 maintain and provide accurate Certified Payroll Records.

8 We also find that Respondents Tobo Construction, Inc., Jimi Wan Chae, an individual and
9 RMO of Tobo Construction, Inc., Monica Shiun Oh, an individual and CEO/President of Tobo
10 Construction, Inc., and Kyung Jin Yoon, an individual and RME of Tobo Construction Inc.
11 violated public works laws with “**intent to defraud**” the workers, the awarding bodies, and the
12 State of California, including by misclassifying workers, requiring kickbacks from workers, and
13 falsifying CPRs in the above projects. As such, we find Respondents violated Labor Code section
14 1777.1.

15 “Although debarment can have a severe economic impact on contractors, it ‘is not
16 intended as punishment. It is instead, a necessary means to enable the contracting governmental
17 agency to deal with irresponsible bidders and contractors, and to administer its duties with
18 efficiency.’” *Southern California Underground Contractors, Inc. v. City of San Diego* (2003) 108
19 Cal.App.4th 533, 542. Accordingly, we debar all Respondents for a period of three (3) years.

20 ORDER OF DEBARMENT

21 In accordance with the foregoing, it is hereby ordered that Respondents Tobo
22 Construction, Inc., Jimi Wan Chae, an individual and RMO of Tobo Construction, Inc., Monica
23 Shiun Oh, an individual and CEO/President of Tobo Construction, Inc., and Kyung Jin Yoon, an
24 individual and RME of Tobo Construction Inc. shall be ineligible to, and shall not, bid on or be
25 awarded a contract for a public works project, and shall not perform work as subcontractors on a
26 public work as defined by Labor Code §§1720, 1720.2 and 1720.3, for a period of three (3) years,
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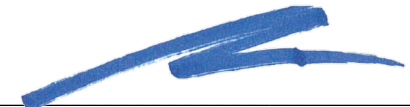
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effective 45 days after this decision is issued by the Labor Commissioner. A three-year period is appropriate under these circumstances where Respondents “willfully” and with “intent to defraud” violated public works laws, including by failing to pay prevailing wages, misclassifying workers, requiring kickbacks from workers, and falsifying CPRs.

This debarment shall also apply to any other contractor or subcontractor in which Respondents Tobo Construction, Inc., Jimi Wan Chae, an individual and RMO of Tobo Construction, Inc., Monica Shiun Oh, an individual and CEO/President of Tobo Construction, Inc., and/or Kyung Jin Yoon, an individual and RME of Tobo Construction Inc. have any interest or for which any of the Respondents act as a responsible managing employee, responsible managing officer, general partner, manager, supervisor, owner, partner, officer, employee, agent, consultant, or representative. “Any interest” includes, but is not limited to, all instances where Respondents receive payments, whether in cash or in another form of compensation, from the entity bidding or performing works on the public works project, or enter into any contract or agreement with the entity bidding or performing work on the public works project for services performed or to be assigned or sublet, or for vehicles, tools, equipment or supplies that have been or will be sold, rented or leased during the period of debarment.

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

Dated: March 10, 2023

By: 
Abdel Nassar
Hearing Officer

CERTIFICATION OF SERVICE

In the matter of: *Debarment Proceeding Against Tobo Construction, Inc.; Jimi Wan Chae; Monica Shiun Oh; Kyung Jin Yoon.*
Case No.: SC 7250

I, Jhonna Lyn Estioko, do hereby certify that I am employed in the County of Los Angeles, over 18 years of age, not a party to the within action, and that I am employed at and my business address is:

Department of Industrial Relations
Division of Labor Standards Enforcement – Legal Unit
320 W. 4th Street, Suite 600
Los Angeles, CA 90013

On March 21, 2023, I served the foregoing documents(s) described as:

- **DECISION RE DEBARMENT OF RESPONDENTS FROM PUBLIC WORKS PROJECTS (Labor Code Section 1777.1);**
- **PROPOSED STATEMENT OF DECISION RE DEBARMENT OF RESPONDENTS FROM PUBLIC WORKS PROJECTS (Labor Code Section 1777.1),**

to the following person(s), by the following means:

Tobo Construction, Inc. Attn.: Jimi Wan Chae, RMO 2500 Pacific Coast Highway Torrance, CA 90505 <i>Certified + Return Receipt requested</i>	Jimi Wan Chae 2500 Pacific Coast Highway Torrance, CA 90505 <i>Certified + Return Receipt requested</i>
Monica Shiun Oh 2500 Pacific Coast Highway Torrance, CA 90505 <i>Certified + Return Receipt requested</i>	Kyung Jin Yoon 2500 Pacific Coast Highway Torrance, CA 90505 <i>Certified + Return Receipt requested</i>
David Cross, Esq. Department of Industrial Relations Division of Labor Standards Enforcement – Legal Unit 2031 Howe Ave. #100 Sacramento, CA 95825 Email: DCross@dir.ca.gov <i>First-Class mail + Email</i>	

(BY 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 the United States Postal Service this same day in the ordinary course of business at our office address in Los Angeles, California, with postage fully prepaid.


First Class Mail

Certified Mail Return Receipt Requested

(BY EMAIL) I caused the documents to be sent to the person(s) at the email address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful to my email address, which is jestioko@dir.ca.gov.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on: March 21, 2023 in Los Angeles, California.



Jhonna Lyn Estioko