

Office of the General Counsel

B-230777

April 13, 1988

**Sylvester L. Green, Director
Contract Standards Operations
U.S. Department of Labor
Room S3518
200 Constitution Avenue, NW.
Washington, D.C. 20210**

Dear Mr. Green:

**Subject: James Parker
d/b/a Parker Painting
Harbor City, California**

**Contract No.: N62474-82-B-2822
Exterior painting of hangers,
barracks, and other structures
U.S.M.C. Air Stations
El Toro and Tustin, California**

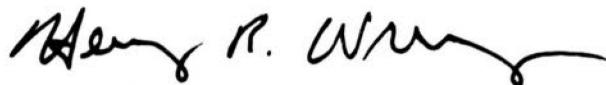
DOL File No.: CA1-83-194

By letter dated March 16, 1988, the Administrator, Employment Standards Administration, submitted to us the above-referenced case involving violations of the Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-5 (1982), by James Parker d/b/a Parker Painting, with respect to the above contract. The letter indicated that funds in the amount of \$24,523.91 withheld by the Department of the Navy under the contract are to be disbursed to the underpaid employees. We were advised further that an Administrative Law Judge had recommended against debarment of the firm and on appeal ordered the back wage payments by affirming an agreement between the contractor and the Department of Labor.

We have reviewed the matter, including the statements in the Administrative Law Judge's Decision and Order on Remand recommending against debarment, and agree that James Parker d/b/a Parker Painting should not be debarred.

At the present time, there are no funds on deposit with our Claims Group. When our Claims Group obtains the funds in the revised amount of \$24,523.91, they will be disbursed in accordance with established procedures.

Sincerely yours,



Henry R. Wray
Associate General Counsel

cc: Mr. James Parker
Parker Painting
Post Office Box 666
Hermosa Beach, California 90254

Associate Director, GGD - Claims Group
with Labor Department enclosures