Some reasons why you should not consider Murray Drywall & Insulation of Texas as a contractor for your project—at least until it changes the way it goes about its business.
What’s our motivation for publishing this handbook?

The Carpenters’ District Council of Greater St. Louis and Vicinity is currently involved in a major labor dispute with Murray Drywall & Insulation of Texas, Inc. and Murray Drywall, Inc.¹ Our dispute arises from Murray Drywall’s use of so called “labor providers”, commonly referred to in the construction industry as labor brokers, to supply it with manpower for construction projects. These labor brokers pay substandard wages and benefits. In addition, we have uncovered evidence that these labor brokers have engaged in mistreatment of their workers, some instances of which are documented in this handbook.

Murray Drywall’s reliance on labor brokers is harmful to workers and a destabilizing force in the construction industry. Some construction employers rely on labor brokers in an attempt to avoid responsibility for questionable employment practices. Use of these types of labor brokers puts workers at greater risk of abuse and makes enforcement of their rights even more difficult. After reading this handbook, decide for yourself where Murray Drywall stands.

By routinely hiring labor brokers and refusing to ensure area standards are met on all its projects, Murray Drywall adversely affects both the construction industry and the community at large. Substandard wages and benefits in and of themselves exert downward pressure on living standards for construction workers. In addition, substandard wages and benefits deter and discourage well-qualified and productive workers from entering and/or remaining in the construction industry. The community ends up paying the tab for employee health care and the social ills directly related to substandard wages and benefits.

This handbook chronicles several examples of substandard employment practices engaged in by Murray Drywall and/or its labor brokers over the last few years. These practices relate to questionable pay, tax withholdings, unemployment compensation, workers’ compensation, health & safety, workers’ living conditions and the use of visa workers from outside the United States during a period of high construction unemployment in the United States.

We have spent countless hours examining hundreds of public records which document the business practices of Murray Drywall and its labor brokers. The information we have uncovered paints us a disturbing picture about the company.

We want you, as a decision-maker for a project owner or construction manager, to see what we see about Murray Drywall before deciding whether to hire it for your next project.

¹ As used in this handbook, the term Murray Drywall may refer, interchangeably, to Murray Drywall & Insulation of Texas, Inc. and/or Murray Drywall, Inc.
A MURRAY DRYWALL SUPERINTENDENT’S QUOTE ABOUT USING LABOR BROKERS
"We have labor sources that provide labor for us nationwide. Our company is out of Nebraska and we work all over the United States. That's about five labor providers we use."

Murray Drywall Superintendent Carl Lime, to Tom, an unemployed carpenter, in the Murray Drywall job trailer at Ft. Riley, Kansas, November 15, 2011.
WAS MURRAY DRYWALL UPFRONT WITH THE GENERAL CONTRACTOR ABOUT THE USE OF LABOR BROKERS ON THE FEDERAL PROJECT AT FT. RILEY, KANSAS?
February 14, 2012

W912DQ-09-C-4024
Serial Letter # S-0431

Department of the Army
U.S. Army Corps of Engineers
Attn: Mr. Mike Istas, P.E.
Fort Riley Resident Office
P.O. Box 2189
Fort Riley, Kansas 66442-0189

Subject: Murray Tiered Subcontractors

Dear Mr. Istas:

In reference to contract number W912DQ-09-C-4024, please consider the following attached documents to resolve the issues regarding Murray Drywall and their Tiered Subcontractors (C.Martinez, CSI and Millenium) are following the U.S. Department of Labor e-verification process and Davis Bacon Wage Scale.

Brief Timeline:
- December 22, 2011: Murray Drywall Prep-Meeting was held. Discussed Tiered Subs and the response from Murray was that they did not have Tiered Subcontractors except for Ceiling Work.
- January 27, 2012: Serial Letter C-0331 was issued stating payroll discrepancies.
- February 1, 2012: Balfour-Walton questioned Murray Drywall regarding the payroll discrepancy and the response was that Murray employed 3 Tiered Subcontractors. In an effort to resolve the situation, Balfour-Walton requested that Murray provide the necessary insurance documents and SF1413 by February 3, 2012.
- February 6, 2012: The requested information was not received by Balfour-Walton. Balfour-Walton then instructed Murray that the Tiered Subs (C.Martinez, CSI and Millenium) were not allowed on the project until this issue was resolved. Murray immediately complied and removed their Tiered Subcontractors.
- February 7, 2012: Serial Letter S-0420 was issued with a copy of the Insurance Certificates for Murray w/Tiered Subcontractors listed, CSI, Millenium, and C.Martinez.
- February 8, 2012: Balfour-Walton received a letter from CSI that states when the 1st employee arrived on the project site and that there were not any injuries from 1/2/12 to 2/8/12.
February 9, 2012: Murray Drywall removed a long time employee (redacted), Payroll/HR Manager) for making this mistake.

February 10, 2012: Balfour Beatty Dallas released Murray Tiered Subs (Milenium and C. Martinez) to go back to work. CSI is currently not released to work until Balfour Beatty Dallas accepts their insurance certificate.

February 10, 2012: USACE Nate McCarn requested that each tiered subcontractor provides a list of each employee with their permanent home address.

February 10, 2012: Balfour-Walton received a letter from Milenium that states when the 1st employee arrived on the project site and that there were not any injuries from 12/5/11 to 2/10/12.

February 13, 2012: Balfour-Walton received a letter from C. Martinez that states when the 1st employee arrived on the project site and that there were not any injuries from 12/18/11 to 2/13/12.

February 14, 2012: Balfour-Walton received a document from Murray Drywall that includes the e-verification form along with a copy of identification card for each employee categorized by Tiered Subcontractor.

Murray added a Tiered Subcontractor (Escamilla) this past week. Murray and the Tiered Subcontractor followed the rules and did not perform any work on the project until the Tiered Sub was cleared by Balfour Beatty Dallas and the onsite USACE Team.

Please review this letter and the associated documents and advise if the COE would like to see any further documents to help assist with closing this issue.

Sincerely,

Jeff Bell
Operations Director Support
FIVE WORKERS FROM JONESBORO, ARKANSAS PROJECT SUE MURRAY DRYWALL AND ONE OF ITS LABOR BROKERS, LUCAS ENTERPRISES, IN FEDERAL COURT ALLEGING VIOLATIONS OF THE FAIR LABOR STANDARDS ACT.
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

MARCO ANTONIO VENEGAS, VICTOR
HERNANDEZ, J. ELIAS BALDERAS, OTZIEL
HERNANDEZ, AND ALBINO BALDERAS,
ON BEHALF OF THEMSELVES AND
ALL OTHERS SIMILARLY SITUATED

Plaintiffs,

v.

MURRAY DRYWALL AND INSULATION OF TEXAS, INC.
AND LUCAS ENTERPRISES, INC.,

Defendants.

COLLECTIVE ACTION CIVIL COMPLAINT

Marco Antonio Venegas, Victor Hernandez, J. Elias Balderas, Otziel Hernandez, and Albino
Balderas, ("Named Plaintiffs"), on behalf of themselves and all others similarly situated, hereby complain
as follows against Defendants.

INTRODUCTION

1. Named Plaintiffs have initiated the instant action to redress violations by
Defendants Murray Drywall and Insulation of Texas Inc. and Lucas Enterprises, Inc.
("Defendants") of the Fair Labor Standards Act ("FLSA"). Named Plaintiffs assert that
Defendants engaged in a pattern or practice of unlawful conduct which resulted in the violation
of their rights under the FLSA, 29 USC § 201 et seq.

2. Named Plaintiffs bring this action on behalf of all current and former persons who
were, are or will be employed by Defendants to perform construction work for Defendants at any
time after January 1, 2012 and through the final disposition of this action, and who were, are or

This case assigned to District Judge WRIGHT
and to Magistrate Judge DEERE
will be eligible for but did not receive pay for all compensable time worked, including, but not limited to, overtime compensation and pay for weekly safety meetings.

3. Named Plaintiffs generally worked six (6) days per week at times ranging from nine (9) to twelve (12) hours per day.

4. At all times Defendants were joint employers of Named Plaintiffs.

5. Named Plaintiffs seek a declaration that their rights have been violated, an award of unpaid wages, an award of liquidated damages and an award of the reasonable attorney’s fees and associated costs to make them whole for damages they have suffered and to ensure that they and future workers will not be subjected by Defendants to such illegal conduct in the future.

**JURISDICTION AND VENUE**

6. This Court may properly maintain personal jurisdiction over Defendants because Defendants’ business dealings with this state and this judicial district are sufficient contact for this Court’s exercise of jurisdiction over Defendants, to comply with traditional notions of fair play and substantial justice.

7. Jurisdiction is conferred upon this Court by 29 U.S.C. § 216(b), this action arising under the laws of the FLSA, 29 U.S.C. § 201 et seq.; by 28 U.S.C. § 1337, this action arising under the Acts of Congress regulating commerce; and by 28 U.S.C. § 1331, this action involving questions of federal law. This Court is empowered to enter a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.
8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1) and (b)(2), because Defendants reside in and/or conduct business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

PARTIES

9. Plaintiff Marco Antonio Venegas is an adult individual residing in LaVergne, Rutherford County, TN.

10. Plaintiff Victor Hernandez is an adult individual residing in LaVergne, Rutherford County, TN.

11. Plaintiff J. Elias Balderas is an adult individual residing in Byhalia, Marshall County, MS.

12. Plaintiff Otziel Hernandez is an adult individual residing in LaVergne, Rutherford County, TN.

13. Plaintiff Albino Banderas is an adult individual residing in Southaven, Desoto County, MS.

14. Defendant Murray Drywall and Insulation of Texas, Inc., is an entity having its principle place of business at 11105-3829 Sapp Brothers Drive, Omaha, NE 68138.

15. Defendant Lucas Enterprises, Inc. is an entity having its principle place of business at 1707 Willis Drive, Hartsville, SC 29550-6966.

16. Defendant, Murray Drywall, is engaged in business, performing construction work in Jonesboro, Arkansas, within the jurisdiction of this Court.
17. Defendant, Lucas Enterprises, is engaged in business, performing construction work in Jonesboro, Arkansas, within the jurisdiction of this Court.

18. The Defendant entities listed above will be collectively referred to as the "Defendants".

19. Upon information and belief, because of their interrelation of operations, common management, centralized control of labor relations, common employee oversight, common financial controls and other factors, Defendants are sufficiently interrelated and integrated in their activities, labor relations, oversight and management that they may be treated as a single employer for purposes of the instant action.

20. At all times relevant herein, Defendants acted by and through their agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendants.

**FLSA COLLECTIVE ACTION ALLEGATIONS**

21. All claims set forth in Count I of this action are brought pursuant to the FLSA, 29 U.S.C. § 216(b).

22. Named Plaintiffs bring this action for violations of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons presently and formerly employed by Defendants in non-exempt positions subject to Defendants' unlawful pay practices and policies described herein and who worked for Defendants at any point in the three years preceding the date the instant action was initiated.
23. Named Plaintiffs were individually hired by an agent of Defendant Lucas Enterprises, however, at all times relevant to this action, Defendants acted as joint employer of Named Plaintiffs.

24. Named Plaintiffs and all others similarly situated worked and work at different construction sites of Defendants but are subjected to the same unlawful wage policies and practices described herein.

25. There are numerous similarly situated current and former employees of Defendants who were compensated improperly for work performed and for overtime work, in violation of the FLSA and who would benefit from the issuance of a Court Supervised Notice of the instant lawsuit and the opportunity to join in the present lawsuit.

26. Similarly situated employees are known to Defendants, are readily identifiable by Defendants and can be located only through Defendants’ records.

27. Therefore, Named Plaintiffs should be permitted to bring this action as a collective action for and on behalf of themselves and those employees similarly situated, pursuant to the “opt- in” provisions of the FLSA, 29 U.S.C. § 216(b).

GENERAL ALLEGATIONS

28. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

29. Defendant Murray Drywall was engaged to assist in the construction of NEA Baptist Memorial Hospital located at 4800 E Johnson Ave., Jonesboro, Ark 72401.

30. Defendant Lucas Enterprises was engaged to assist in the construction of NEA Baptist Memorial Hospital located at 4800 E Johnson Ave., Jonesboro, Ark 72401.
31. Defendant Murray Drywall, in conjunction with Defendant Lucas Enterprises, hired Named Plaintiffs to enable Defendant Murray Drywall to fulfill its obligations under the above referenced contract.

32. Defendants arranged to share the services of Named Plaintiffs.

33. In hiring Named Plaintiffs as employees, Defendant Lucas Enterprises acted in the interest of Defendant Murray Drywall in relation to Named Plaintiffs.

34. At all times relevant to this Complaint, Defendant Lucas Enterprises was under common control of Defendant Murray Drywall as it relates to Named Plaintiffs.

35. Named Plaintiffs were interviewed by an agent of Defendant Lucas Enterprises.

36. Verifications of Named Plaintiffs' eligibility to work in the United States and identity, including proof of valid license, social security and work cards, were performed by both Defendant Murray Drywall and Defendant Lucas Enterprises.

37. Proof of Named Plaintiffs certifications to operate certain types of tools and machinery were required by agents of Defendant Murray Drywall.

38. If Named Plaintiffs did not have proper certifications an agent of Defendant Murray Drywall required and set up the necessary certifications for Named Plaintiffs to take.

39. Defendant Murray Drywall maintained a daily presence on the job site, including having its agents on the site as well as keeping a trailer on site which was designated as the “Murray Drywall Trailer”.

40. Day to day operations on the job site, including scheduling, work orders, inspection of work, lunch break were controlled by Defendant Murray Drywall.

41. Agents of both Defendant Murray Drywall and Defendant Lucas Enterprises were physically present on the job site to supervise and guide Named Plaintiffs daily activities.
42. Agents of Defendant Murray Drywall conducted on site safety meetings in front of the Murray Drywall Trailer.

43. Whether Named Plaintiffs were meeting production expectations was determined by an agent of Defendant Murray Drywall.

44. Tools for the job were supplied by Defendant Murray Drywall.

45. Named Plaintiffs’ arrival to and departure from the work site was recorded on Defendant Murray Drywall’s time sheets.

46. Named Plaintiffs were simultaneously employed by Defendant Murray Drywall and Defendant Lucas Enterprises.

47. Although an agent of Defendant Lucas Enterprises told Named Plaintiffs they would be paid $16 per hour, he also informed Named Plaintiffs that the final word on what they would be paid would be determined by Defendant Murray Drywall.

48. Defendants paid Named Plaintiffs at rates varying from $13.95 per hour to $15 per hour.

49. Defendants utilized a “signup sheet” system which was used to track Named Plaintiffs arrival and departure time at the work site.

50. The sign-up sheet was not always available when Named Plaintiffs arrived at the site.

51. Times reflected on the sign-up sheet did not always accurately reflect the time Named Plaintiffs arrived and began work.

52. Regardless of what time Named Plaintiffs signed in and began work, Defendants would pay Named Plaintiffs starting at 7AM.
53. For example, if Named Plaintiffs arrived at the site, signed in at 6:30 AM and began work, Named Plaintiffs would not be paid for the first thirty minutes of their shift.

54. Defendants required Named Plaintiffs to attend once per week Safety Trainings; however Named Plaintiffs were not permitted to sign in until after the Safety Trainings concluded.

55. Named Plaintiffs routinely worked in excess of forty (40) hours per week.

56. Named Plaintiffs generally worked six (6) days per week at times ranging from nine (9) to twelve (12) hours per day.

57. At no time during Named Plaintiffs' employment with Defendants were Named Plaintiffs paid any overtime pay as required by the FLSA.

58. At no time during Named Plaintiffs' employment with Defendants were Named Plaintiffs compensated for their attendance to mandatory, on site, safety meetings.

59. At no time during Named Plaintiffs' employment with Defendants were any taxes or other deductions taken from their wages.

60. The aforementioned conduct has caused damages to Named Plaintiff and all others similarly situated.

**COUNT I**


61. Pursuant to 29 U.S.C. § 216(b), Named Plaintiffs have consented in writing to be party plaintiffs in this FLSA action. Their written consents are attached to this Complaint as Exhibit 1 and incorporate herein.
At all times relevant herein, Defendants have and continue to be “employers” within the meaning of the FLSA.

At all times relevant herein, Defendants were and are responsible for paying wages to Named Plaintiff and all others similarly situated.

At all times relevant to this action Defendants “suffered or permitted” Named Plaintiffs to work and “employed” others similarly situated within the meaning of the FLSA, 29 U.S.C. § 203(g).

Under the FLSA, an employer must pay an employee at least one and one half times his or her regular rate of pay for each hour worked in excess of forty hours per workweek, 29 U.S.C. § 206.

Defendants’ violations of the FLSA include, but are not limited to: (1) unlawfully requiring Named Plaintiffs and all others similarly situated to sign in for work after finishing weekly safety trainings; (2) unlawfully docking the compensable pay of Named Plaintiffs and all others similarly situated by paying Named Plaintiffs and all others similarly situated as if they began each workday at 7AM, regardless of what time they actually signed in and began work; and (3) unlawfully compensating Named Plaintiff and all others similarly situated overtime at less than 1.5 times their regular rate.

Named Plaintiffs are victims of Defendants compensation policies which operate to compensate Named Plaintiffs at a rate less than the federally mandated overtime wage rate.

This policy violates the FLSA and continues to be applied to all individuals who work or have worked for Defendants in excess of forty (40) hours per workweek.
69. Defendants’ conduct in failing to pay Named Plaintiffs and all others similarly situated properly was and is willful and was and is not based upon any reasonable interpretation of the law.

70. As a result of Defendants’ unlawful conduct, Named Plaintiffs and all others similarly situated have suffered damages as set forth herein.

PRAYER FOR RELIEF

WHEREFORE, Named Plaintiffs and all others similarly situated pray for relief as follows:

1. That this Honorable Court certify this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims as set forth in Count I;

2. That this Honorable Court designate each Named Plaintiff as a representative of the class he or she seeks to represent;

3. Appropriate and equitable relief to remedy Defendant’s violation of federal law, including that Defendants are to be prohibited and enjoined from continuing to maintain their illegal policy, practice or customs in violation of federal wage and hour laws;

4. Ordering that Defendants disclose in computer readable format, or in print if no computer readable format is available, the names and addresses of all those individuals who are similarly situated and permitting Named Plaintiffs to send notice to this action to all those similarly situated individuals;

5. Declaration that Defendants willfully violated the FLSA and its regulations, as set forth in Count I;
6. That Defendants compensate, reimburse, and make Named Plaintiffs and all others similarly situated whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions, including but not limited to past lost earnings.

7. Named Plaintiffs and all others similarly situated are to be awarded, pursuant to the FLSA, liquidated damages in an amount equal to the actual damages in this case;

8. Named Plaintiffs and all others similarly situated are to be awarded the costs and expenses of this action and reasonable attorney's and legal fees as provided by applicable law.

9. Named Plaintiffs and all others similarly situated are to be awarded all other relief this Court deems just and proper.

Respectfully Submitted,

[Signature]

Timothy Taylor (Tenn. Bar No. 15682)
Attorney for Plaintiffs
Godwin, Morris, Laurenzi & Bloomfield, P.C.
50 North Front Street, Suite 800
Memphis, Tennessee 38103
Tel: 901-528-1702
Fax: 901-528-0246
Email: ttaylor@gmlblaw.com
WORKERS' PAYCHECKS FROM THE JONESBORO, ARKANSAS PROJECT SHOW NO TAX WITHHOLDINGS OR OTHER DEDUCTIONS.
Pay to the order of

$500.00

Date
1-20-2012

Lucas Enterprises Inc
Pay to the Order of:
[Signature]

$ 725.00

Date: 2-3-2022

Lucas Enterprises Inc
1707 Willow Drive
Harvey, SC 29550
1026
ACCORDING TO ONE INJURED WORKER, NEITHER MURRAY DRYWALL NOR ITS LABOR BROKER MILLENIUM DRYWALL REPORTED HIS LOST TIME ACCIDENT TO THE GENERAL CONTRACTOR AS REQUIRED. THE WORKER AND SOME CO-WORKERS WERE FIRED AFTER HE REPORTED THE ACCIDENT HIMSELF.
Affidavit:

My name is Fernando Avila and I worked as a Drywall Finisher for Millennium Drywall. My address is [redacted], Medanales, NM 87548. My phone number is [redacted].

From January 28, 2013 to March 26, 2013, I worked on the Irwin Army Community Hospital at Fort Riley, Kansas. I was hired by Millennium Drywall Services of Miami, Florida, a labor provider for Murray Drywall. My first contact was with “Bobby” (Marino Cabas), a foreman for Millennium Drywall Services, on January 22, 2013. I started working at the Irwin Army Community Hospital on January 28, 2013.

I worked under the direction and control of Chris and Conrado, foremen for Murray Drywall and at one point, Carl Lime, superintendent for Murray, told me what to do.

I was paid $18.00 an hour. On March 13, 2013, I had an accident while working on the mechanical room on the hospital project; I fell from a 6 ft. ladder and injured my right knee, left hand and elbow. Carlos, another finisher working for Martinez Drywall, another labor provider for Murray Drywall, found Chris, Murray Drywall foreman for the finishers, and told him about the accident. Chris told me to rest for a little bit and expected me to go back to work almost immediately. I told Chris that my knee was swollen and my hand and elbow were hurting, but no one paid attention to my plea. Instead, he smiled and told me to go back to work because the finishing mud was getting dry. Knowing that Chris was not going to help me, I drove myself to the existing military hospital across the street from the job site where I called Bobby and he drove me to the emergency room of the hospital in Junction City, Kansas. There they took some x-rays and told me I had a contusion on my left hand and left elbow and that my knee was sprained. The doctor told me not to use my right hand and that I must wear a brace splint when working and no prolonged standing or walking and that I should be sitting 75% of the time and I must use crutches. The doctor told me to rest for 2 days (Thursday, March 14 and Friday, March 15).

On Friday, I called Jesse Leon Guerrero, the safety director for the general contractor, and he told me he didn’t know about the accident and said no one from Murray Drywall or Millennium Drywall reported an accident on Wednesday, March 13th. Mr. Guerrero was very upset and asked me to send the details of the accident to him by text. He wanted to know why the accident had not been reported.

On Monday, Bobby took me to see the doctor because my knee was very swollen and I was suffering a lot of pain. The doctor prescribed me Hydrocodone. Later that day, I met with Stan Anderson, assistant safety director for the general contractor, and other district personnel for safety on the base. They were conducting an investigation into the accident and why it was not reported. Later, I met with Bobby and Josh, a foreman for Murray Drywall. Josh wanted me to sign a paper stating the accident was my fault for not following instructions. Carl Lime, superintendent for Murray Drywall, told me to go home because he didn’t know what to do with me and that they would call me when they needed me. The next day, Jesse Leon Guerrero was very angry and told me he could fire me for not showing up to work. They made me walk about 2000 feet from the office of Murray Drywall to the job site. The cold weather made my pain worse. Carl Lime said he had an idea and sent Conrado, foreman for Murray Drywall, to
take me inside a metal container to do inventory. It was very cold with no heater and my knee was hurting even more. They had me do inventory duty for days and on Monday, March 25, 2013, Chris, foreman for Murray Drywall, and Jonathan, foreman for Millennium told me that my wages were going to be reduced to $9.42 an hour. The next day, Chris and Jonathan told me I was fired and I believe that in retaliation for calling the general contractor and reporting the accident, they also fired my son Dorian and our partner Francisco Medrano.

Fernando Luna

Date 4/3/13
LABOR BROKER MILLENIUM DRYWALL BEGAN PROVIDING LABOR TO MURRAY DRYWALL ON THE FT. RILEY, KANSAS, PROJECT IN DECEMBER 2011. NEARLY A YEAR LATER, WE COULD FIND NO RECORD IN KANSAS OF A WORKERS' COMPENSATION POLICY FOR MILLENIUM DRYWALL.\(^2\)

\(^2\) Based on information and belief, Millenium Drywall has occasionally been referred to by an alternative spelling, Milenium Drywall. Accordingly we conducted our search of Kansas records under both spellings.
Employers' Workers' Compensation Insurance Coverage Verification

Select Search Criteria

Employer Name  milenium drywall  Contains ○ Starts With
Coverage/Injury/Illness Date (mm/dd/yyyy)  09/30/2012  (Default = Today's Date)
OR
Federal Employer Identification Number
Coverage/Injury/Illness Date(mm/dd/yyyy)  (Default = Today's Date)

Search Tips

- Confirm the spelling of the Insured Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only. Refer to the Application's Help for a complete list.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.
- Refer to the Application's Help for additional suggestions on search options.

Policy Number  Employer Name  
There were no records found matching your search criteria, which was employer name of mileniumdrywall and coverage/injury/illness date of 09/30/2012.
### Employers' Workers' Compensation Insurance Coverage Verification

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<td>Coverage/Injury/Illness Date (mm/dd/yyyy)</td>
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**OR**

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**Search Tips**

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- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.
- Refer to the Application's Help for additional suggestions on search options.
REPORTED MISTREATMENT OF A LATINO WORKER: WORKER FROM MURRAY DRYWALL’S JONESBORO, ARKANSAS, PROJECT REPORTS HEARING ANOTHER WORKER TALK ABOUT ASSAULT BY MURRAY SUPERVISOR.
March 31, 2013

My name is [redacted] and I have worked at the Murray Drywall project, the NEA Baptist Memorial Hospital in Jonesboro, Arkansas since the spring of 2012.

During a Murray Drywall safety meeting held in the summer of 2012, I witnessed Fernando Quirarte, telephone number [redacted], Jose Torrez and Tony Guerro, telephone number [redacted] ask why Shannon Sullivan, a sheetrock supervisor for Murray Drywall and the brother of Kenny Sullivan, Murray’s project superintendent, asked why Shannon pushes and curses them all the time. One Worker, Francisco Cases, telephone number [redacted], said that Shannon even poked him with a metal stud in the butt all the time. Francisco reported this to Kenny Sullivan. Kenny said this would not happen again.

A number of months later, Juan Carmona from Hoar Construction told me that Shannon Sullivan cursed and threw a sheetrock dolly at Isreal Cobarrubia, telephone number [redacted], laborer with Martinez Drywall. Shannon Sullivan threw the dolly because Isreal did not want to work for him anymore.

Shannon Sullivan is still on the job today.
DOCUMENTS SHOW MURRAY DRYWALL’S DIRECT EMPLOYEES RECEIVE BENEFITS WHILE THE BULK OF MURRAY DRYWALL’S WORKFORCE—LATINO WORKERS PROVIDED BY LABOR BROKERS—APPARENTLY DO NOT.
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<td>193 Hours</td>
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**Explanation**

Exception (Claim)

The weekly earnings for the subject are...
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(6) WHERE PRORATE BENEFITS ARE PAID - FDRS

WHERE PRORATE BENEFITS ARE PAID TO APPROPRIATE PRORATE FUNDS OR PROGRAMS

(7) Waive administrative provisions of EPS or other applicable statutes.

(8) Waive administrative provisions of EPS or other applicable statutes.

(9) Waive administrative provisions of EPS or other applicable statutes.

EXCEPTION (Carr.)

EXCEPTION

(6) WHERE PRORATE BENEFITS ARE PAID - FDRS
WHEREFORE BENEFITS ARE PAID IN CASH

(9) WHEREFORE BENEFITS ARE PAID IN CASH

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(51) WHEREFORE BENEFITS ARE PAID IN CASH
PHOTOS ILLUSTRATING VAST EXTREMES IN LIVING CONDITIONS BETWEEN THOSE WHO USE LABOR BROKERS AND THE WORKERS PROVIDED BY LABOR BROKERS: A Beautiful Home for a Murray Drywall Owner and Substandard Sleeping Quarters (in a trailer) for the Workers.
Murray Drywall owner Jim Murray’s House

Overcrowded sleeping quarters in a trailer housing up to seven workers working on Murray Drywall’s Ft. Riley, Kansas project.

Murray Drywall’s reliance on labor brokers may produce wealth for an owner, but is it at the expense of workers who may end up sleeping on the floor?
LABOR BROKER MILLENIUM DRYWALL PROVIDED LABOR TO MURRAY DRYWALL ON THE FT. RILEY, KANSAS PROJECT. A WORKER FOUND THAT HIS WAGES WERE NOT REPORTED TO THE EMPLOYMENT SECURITY DIVISION, KANSAS DEPARTMENT OF LABOR. THUS, THE WORKER LOSES ELIGIBILITY FOR UNEMPLOYMENT INSURANCE BENEFITS.
REQUEST FOR DISCLOSURE OF TAX/BENEFIT INFORMATION

K-RM 002 (Rev. 5-10)

Complete Section A, B and/or C

Information maintained in the KDOL files may only be disclosed as provided for in K.A.R. 50-4-2 and K.S.A. 44-714(f).

I understand this information is being released in accordance with the Employment Security Law, K.S.A. 44-714(f), which provides for disclosure of information to "...public employees in the performance of their public duties...". The information retains its confidential nature and "...shall not be published or be open to public inspection, in any manner revealing the individual's or employing unit's identity..." I further understand this information is being supplied with the express understanding that the recipient will treat this information in a confidential manner and refrain from disclosing the information or allowing it to be published as part of a public record in any proceeding.

A  This request is submitted by an "Employer" or in reference to a Kansas Employer's Account.

a. Employer Account Number: ________________________________
b. Employer Name: ________________________________
c. Requestor Name: ________________________________
   Requestor Title: ________________________________
d. Unemployment Tax Returns: ________________________________
   (Quarters) (Years)

B  This request is submitted by a "Claimant" or referencing a Kansas Unemployment Claimant (See Below)

a. Claimant Social Security Number: ________________________________
b. Claimant Name: ________________________________
c. Claimant Preferred Mailing Address: ________________________________
   (Street Address OR P.O. Box Number)
   (City) ________________________________
   (State) ________________________________ (Zip +4 Code) ________________________________

C  This request is submitted in the performance of their Public Duty, by an authorized officer or employee of:

Local Government - Branch Name: ________________________________
State Government - Branch Name: ________________________________
Federal Government - Branch Name: ________________________________
Law Enforcement Agency Name: ________________________________

[ ] Other (please explain): This request is made by ________________________________ for access to his own account records.

Information Requested: An account of all wages reported on my behalf by employer Millenium Drywall Service Group

This information will be used for: To determine whether my employer properly reported my wages to the Employment Security Division of the Kansas Department of Labor.

By my signature, I further authorize and consent to the disclosure and copying of these records for the above mentioned purposes. I further attest that I acknowledge the guidelines of disclosure as mentioned in K.A.R. 50-4-2 and K.S.A. 44-714(f). I understand that a charge may be associated with this information request.

Signature: ________________________________ Title: ________________________________ Date: 10-24-2012

BE IT REMEMBERED, that on this 24 day of October, 2012, before me personally appeared ________________________________, known to me to be the person named in and who executed the foregoing instrument of writing and acknowledges the execution of the same.

State of ________________________________
County of ________________________________
My commission expires on: ________________________________

RETURN REQUESTED INFORMATION TO:

RECORDS MANAGEMENT
P.O. Box 3539, Topeka, KS 66601-3539 • Phone: (785) 296-5072 • Fax: (785) 368-7117 • e-mail: Film.Room@dol.ks.gov
From: UI Tax [mailto:uitax@dol.ks.gov]
Sent: Thursday, November 15, 2012 11:50 AM
To: Martin Walter
Subject: RE: A couple of follow-up questions

Dear Mr. Walter:

What the response means is that under the SSN on the application there were no wages reported.

Wages are reported to the Kansas Dept. of Labor on the Quarterly Wage Report with each employer listing each employee, their SSN and their wages for that quarter. An individual's eligibility for Unemployment Benefits is based on the wage credits that are listed on those Quarterly Wage Reports.

The response that was given, "no wage listed under the SSN on the application", would mean that the Quarterly Wage Reports received by the Kansas Dept. of Labor had nothing reported on your client and because of this would at the present time not be eligible for UI Benefits.

Joe T. Vining
Chief of Contributions-Admin.
785-296-5023
785-291-3425 (fax)
Joe.Vining@dol.ks.gov
LABOR BROKER CONSTRUCTOR SERVICES, INC., A FREQUENT SUPPLIER OF LABOR TO MURRAY DRYWALL, GOES OUTSIDE THE UNITED STATES FOR CONSTRUCTION WORKERS. THE U.S. DEPARTMENT OF LABOR HAS INVESTIGATED THIS COMPANY IN THE PAST.
April 19, 2012

CONSTRUCTOR SERVICES, INC.
6611 BAY CIRCLE
SUITE 190
NORCROSS, GA 30071-1200

Case Reference Number: C-10215-50738
Date of Filing: August 3, 2010
Date Certified: August 18, 2010
Dates of Need: October 1, 2010 to August 1, 2011
Occupation: Construction Carpenters
Foreign Workers: 41

2nd Request for Supplemental Information (RSI)

Dear Sir/Madam:

The Department of Labor (Department), Chicago National Processing Center (Chicago NPC), in accordance with its regulations at 20 CFR § 655.24, is requesting supplemental information from the employer to allow the Department to determine whether the employer has complied with all H-2B Program requirements enumerated at 20 CFR § 655. A list of the deficiencies of the employer's response to its Notice of Audit Examination and the supplemental information required from the employer are noted below.

1. **Failure to substantiate temporary need**  
   20 CFR § 655.6(b)

Pursuant to the Department’s regulations at 20 CFR § 655.6(b) and as defined at 8 CFR § 214.2(h)(6)(ii)(B), the employer must substantiate that it had a valid temporary need for the period of October 1, 2010 to August 1, 2011. In Section 1 of the Request for Supplemental Information (RSI), the Chicago NPC directed the employer to provide a monthly payroll summary report and a list of all foreign and domestic workers hired as a result of the certified application. In its response to RSI, the employer submitted a monthly payroll summary report and a list of hires that had conflicting information in it.
2. **Obligations of H-2B employers under the regulation**  

Pursuant to the Department's regulations at 20 CFR § 655.22(e), "the offered wage equals or exceeds the highest of the prevailing wage, the applicable federal minimum wage, the state minimum wage and local minimum wage, and the employer will pay the offered wage during the entire period of the approved H-2B labor certification."

In Section 2 of the Request for Supplemental Information (RSI), the Chicago NPC directed the employer to provide documentation substantiating the employer's payroll documentation. In its response to the RSI, the employer submitted a list of hires which included wage information. This list indicated that the rate of pay for 8 H-2B workers was below the prevailing wage of $13.42 per hour.

**Required Supplemental Information:**

- The employer must submit documentation that shows the eight H-2B workers, indicated on the list of hires, were being paid the prevailing wage of $13.42 per hour and submit an explanation as to why the documentation submitted indicated that they being paid below the prevailing wage;
- The employer must submit any and all other documents that are responsive to this request and the previous request.

**Requirements for Responding to the RSI**

All requested documentation and information contained in this letter must be physically received by the Certifying Officer at the Chicago NPC on or before May 3, 2012. All documentation requested must be submitted together. No extensions of time in order to submit the requested documentation will be granted and responses received after the stated deadline will not be accepted.

Responses to this Request for Supplemental Information may be submitted to the Chicago National Processing Center using the following address:

U.S. Department of Labor, Employment and Training Administration  
Office of Foreign Labor Certification, Chicago National Processing Center  
536 South Clark Street, 9th Floor  
Chicago, IL 60605  
C-10215-50738: Response to H-2B Audit

Questions concerning this audit can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.
Notice of Audit Findings

Dear Sir/Madam:

On November 4, 2011, the Department of Labor (Department) issued a Notice of Audit Examination letter informing the employer that the H-2B temporary labor certification referenced above was selected for Audit. After reviewing the employer's response to the Notice of Audit Examination, the Chicago National Processing Center (Chicago NPC) issued a Request for Supplemental Information letter on March 23, 2012 and a 2nd Request for Supplemental Information letter on April 19, 2012. Pursuant to its authority under Department regulations at 20 CFR § 655.24, the Department has reviewed the employer's responses to the Notice of Audit Examination and has found that the following violations were committed with respect to the temporary non-agricultural labor certification.

Please be advised that at this time, the Department has decided it will not take further action against the employer with respect to this audit examination. However, your future H-2B applications must fully comply with all requirements of the H-2B program enumerated in Department regulations at 20 CFR § 655, Subpart B. All violations are noted below.

1. **Failure to substantiate temporary need**  
   20 CFR § 655.6(b)

Pursuant to the Department's regulations at 20 CFR § 655.6(b) and as defined at 8 CFR § 214.2(h)(6)(ii)(B), the employer must substantiate that it had a valid temporary need for the period of October 1, 2010 to August 1, 2011. In Section 1 of the Request for Supplemental Information (RSI), the Chicago NPC directed the employer to provide a
In response to the 2nd RSI, the employer's attorney submitted a letter explaining the deficiencies listed above. Pursuant to the Department's regulations at 20 CFR § 655.22(n), an employer seeking H-2B labor certification must attest as part of the Application for Temporary Employment Certification that the dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application. The employer did not accurately state the total number of positions needed during its period of temporary need. The employer only used 13 of the 41 H-2B temporary workers requested and for which it was certified. Although the employer indicated that unexpected delays with its client and the entire project required the project to begin late, the employer's prediction of how many temporary workers it would actually need was miscalculated by a substantial amount.

Additionally, the employer indicated that its H-2B workers were employed at multiple worksites because of unexpected delays at the LSU worksite, which resulted in many of the workers not having any work to perform. However, only one worksite was indicated on the employer's ETA Form 9142, Section F.c. and the employer's recruitment, prevailing wage and certification was supported on the basis that work would only be performed at the LSU Business Education Complex in Baton Rouge, Louisiana. The employer should be aware that future applications filed must abide by all of the Department's regulations and the employer must submit all documentation which is requested.

As such, the employer failed to substantiate a temporary need for 41 H-2B workers for the period of October 1, 2010 to August 1, 2011. Therefore, the Department cannot validate the employer's temporary need and has found the employer in violation of the Department's regulations at 20 CFR § 655.6(b).

2. Obligations of H-2B employers under the regulation

Pursuant to the Department's regulations at 20 CFR § 655.22(e), "the offered wage equals or exceeds the highest of the prevailing wage, the applicable federal minimum wage, the state minimum wage and local minimum wage, and the employer will pay the offered wage during the entire period of the approved H-2B labor certification."

In Section 2 of the Request for Supplemental Information (RSI), the Chicago NPC directed the employer to provide documentation substantiating the employer's payroll documentation. In its response to the RSI, the employer submitted a list of hires which included wage information. This list indicated that the rate of pay for 8 H-2B workers was below the prevailing wage of $13.42 per hour. Therefore, a 2nd Request for Supplemental Information (RSI) was issued on April 19, 2012. The RSI directed the employer to provide the following information:

- Documentation that showed the eight H-2B workers, indicated on the list of hires, were being paid the prevailing wage of $13.42 per hour and submit an explanation
Hour Division. The Certifying Officer may also refer any findings that an employer has discouraged any eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice’s Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

Questions concerning this audit can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.

For additional resources regarding the H-2B application process and regulatory provisions, please visit our website at: http://www.foreignlaborcert.doleta.gov/.

Sincerely,

Certifying Officer

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ACCESS TO DRINKING WATER, WHEN WORKING IN HIGH TEMPERATURES, IS AN IMPORTANT HEALTH SAFEGUARD TO AVOID HEAT STRESS. STATEMENTS FROM FOUR WORKERS AT TWO DIFFERENT MURRAY DRYWALL JOB SITES RAISE AN OBVIOUS QUESTION:

Does Murray Drywall Understand This?
Yo, Carlos Murillo, estaba empleado por el Constructor Services, Inc. (CSI), un subcontratista de Murray Drywall, en la construcción del Hospital Mercy del sitio en 2017 w-35 Frontage Rd. en Edmond, Oklahoma. Yo he ejercido allí desde el 14 de agosto de 2012 a la fecha de esta declaración. En el sitio, hice trabajos de instalación de paneles de yeso, principalmente en la supervisión de un capataz de Murray Drywall llamado a Francisco Gómez. Gran parte del trabajo que hice fue en el sótano. Estaba muy caliente con temperaturas diarias en los noventa y por encima. A pesar del calor, no había acceso al agua. No había agua suministrado a nosotros por Murray Drywall o CSI. Cuando traté de conseguir agua, de los trabajadores de otras empresas, no me dan agua. Dije a Francisco Gómez sobre la falta de agua, y dijo que no sabía nada al respecto. Después de esa conversación, agua todavía no recibió.

Carlos Murillo

Fecha: 9/05/12.

I, Carlos Murillo, was employed Constructor by Services, Inc. (CSI), a subcontractor to Murray Drywall, at the Mercy Hospital Construction site on 2017 W. I-35 Frontage Rd. in Edmond, Oklahoma. I have been employed there from August 14, 2012 to the date of this statement. While on the site, I did drywall installation work, mostly at the supervision of a Murray Drywall foreman named Francisco Gomez.

Much of the work I did was in the basement level. It was very hot with daily temperatures in the nineties and above. Despite the heat, there was no access to water. There was no water supplied to us by Murray Drywall or CSI. When I tried to get water from workers employed by other companies, they wouldn't give me any water. I told Francisco Gomez about the lack of water, and he said he didn't know anything about it. After that conversation, water still was not provided.
I, Victor Hernandez, was employed Lucas Enterprises, Inc. a subcontractor to Murray Drywall, at the NEA Baptist Memorial Hospital construction site 4800 E. Johnson Ave., Jonesboro, AR. I was employed there from March 27, 2012 to May 8, 2012. The Lucas foreman on the site was Ralfi Soltz, but almost all of my supervision came from Murray Drywall foremen.

We were always pushed to work very hard and there were days with temperatures in the nineties. Despite that, there was no drinking water supplied by Murray Drywall or Lucas for us, except one or two times in mid April when water was available to us. We had to buy and bring our own water. Soltz would get angry at us when we looked for water to drink.

Victor Hernandez

Date 09-23-12

Victor Hernandez
I, Albino Balderas, was employed Lucas Enterprises, Inc. a subcontractor to Murray Drywall, at the NEA Baptist Memorial Hospital construction site 4800 E. Johnson Ave., Jonesboro, AR. I was employed there from January 17, 2012 to February 10, 2012. The Lucas foreman on the site, Ralph Soltz, pushed us very hard.

Drinking water was not provided to us by Murray Drywall or Lucas Enterprises while I was working there. When I asked Jim Singleton on January 23 2012 about it, I was told drinking water wouldn’t be provided to us and that I had to buy and bring my own drinking water to work.

Albino Balderas
I, Elias Balderas, was employed Lucas Enterprises, Inc. a subcontractor to Murray Drywall, at the NEA Baptist Memorial Hospital construction site 4800 E. Johnson Ave., Jonesboro, AR. I was employed there from January 17, 2012 to February 10, 2012. The Lucas foreman on the site, Ralfi Soltz, pushed us very hard.

Drinking water was not provided to us by Murray Drywall or Lucas Enterprises while I was working there. I was there when my brother Albino Balderas asked Jim Singleton about where the drinking water was on January 23, 2012, about it. Jim Singleton told Albino that drinking water wouldn't be provided to us and that we had to buy and bring our own drinking water to work.

\[Signature\]

Elias Balderas