

STATE OF NEW YORK: DEPARTMENT OF LABOR

X

In the Matter of

FRESH START PAINTING CORP. and GREGORY A. FUCCI, and GREGORY FUCCI, JR., Individually and as officers and shareholders of the corporation; G. FUCCI PAINTING, INC. as a successor or substantially owned-affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; PAF PAINTING CORP., as a successor or substantially owned-affiliated entity; PROFESSIONAL ESTIMATING & BUSINESS CORP. as a successor or substantially owned-affiliated entity, and GREGORY FUCCI, JR., Individually and as an officer and shareholder of the corporation; APOLLO PAINTING CORP., as a successor or substantially owned-affiliated entity, and GREGORY A. FUCCI, and GREGORY FUCCI, JR., Individually and as officers and shareholders of the corporation; APOLLO CONSTRUCTION SERVICES CORP., as a substantially-owned affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; G. FUCCI PAINTING, INC., as a substantially-owned affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; G FUCCI CONSTRUCTION SERVICES CORP., as a substantially-owned affiliated entity, and GREGORY FUCCI, JR., Individually and as an officer and shareholder of the corporation; PAF PAINTING SERVICES INC. d/b/a GARDEN STATE PAINTING, as a substantially-owned affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; PAF PAINTING CORP., as a substantially-owned affiliated entity; P.A.F. PAINTING SERVICES OF WESTCHESTER, INC., as a substantially owned-affiliated entity; and GAF PAINTING, LLC, as a substantially owned-affiliated entity, and GREGORY A. FUCCI, Individually as an officer and member of the corporation;

Prime Contractor,

for a determination pursuant to Article 8 of the Labor Law as to whether prevailing wages and supplements were paid to or provided for the workers employed on a public work project known as the Painting of the Crompond Intermediate School, in the Town of Yorktown Heights

X

**NOTICE OF FILING**

Prevailing Wage Rate

Case No.: 2011009055

Case ID No.: PW 08 2011012101

Westchester County

In the Matter of

WORTH CONSTRUCTION CO., INC. and  
WILLIAM S. DIZENZO, Individually as one of the five  
largest shareholders of the corporation

Prevailing Wage Rate  
Case No.: 2009004232  
Case ID No.: PW 11 2010028035

Prime Contractor; and

Orange County

G. FUCCI PAINTING, INC., and GREGORY FUCCI,  
Individually, and as President and one of the five largest  
shareholders of the corporation; PAF PAINTING CORP.,  
as a substantially-owned affiliated entity;  
PROFESSIONAL ESTIMATING & BUSINESS CORP. as  
a successor or substantially owned-affiliated entity, and  
GREGORY FUCCI, JR., Individually and as an officer and  
shareholder of the corporation; APOLLO PAINTING  
CORP., as a successor or substantially owned-affiliated  
entity, and GREGORY A. FUCCI, and GREGORY  
FUCCI, JR., Individually and as officers and shareholders  
of the corporation; APOLLO CONSTRUCTION  
SERVICES CORP., as a substantially-owned affiliated  
entity, and GREGORY A. FUCCI, Individually and as an  
officer and shareholder of the corporation; G FUCCI  
CONSTRUCTION SERVICES CORP., as a substantially-  
owned affiliated entity, and GREGORY FUCCI, JR.,  
Individually and as an officer and shareholder of the  
corporation; PAF PAINTING SERVICES INC. d/b/a  
GARDEN STATE PAINTING, as a substantially-owned  
affiliated entity, and GREGORY A. FUCCI, Individually  
and as an officer and shareholder of the corporation; PAF  
PAINTING CORP., as a substantially-owned affiliated  
entity; and P.A.F. PAINTING SERVICES OF  
WESTCHESTER, INC., as a substantially owned-affiliated  
entity; FRESH START PAINTING CORP., as a  
substantially owned-affiliated entity, and GREGORY A.  
FUCCI and GREGORY FUCCI, JR., Individually and as  
officers and shareholders of the corporation; and GAF  
PAINTING, LLC, as a substantially owned-affiliated  
entity, and GREGORY A. FUCCI, Individually as an  
officer and member of the corporation;

Subcontractor,

for a determination pursuant to Article 8 of the Labor  
Law as to whether prevailing wages and supplements

were paid to or provided for the workers employed on a public work project known as the Construction of Kaplan Hall, at SUNY Orange Washington Center, in Newburgh

-----X

In the Matter of

ROK-BUILT CONSTRUCTION INC.,  
STEPHEN FERRI, and ANGELO FERRI, Individually,  
and as officers and among the five largest shareholders of  
the corporation

Prevailing Wage Rate  
Case No.: 2008008397  
Case ID No.: PW 08 2010021890

Westchester County

Prime Contractor; and

GAF PAINTING, LLC, and GREGORY A. FUCCI,  
Individually as an officer and member of the corporation;  
APOLLO CONSTRUCTION SERVICES CORP., d/b/a  
APOLLO PAINTING CO., and GREGORY A. FUCCI,  
Individually and as an officer and shareholder of the  
corporation; APOLLO PAINTING CORP., as a  
substantially owned-affiliated entity, and GREGORY A.  
FUCCI, and GREGORY FUCCI, JR., Individually and as  
officers and shareholders of the corporation; G. FUCCI  
PAINTING, INC., as a successor or substantially owned-  
affiliated entity, and GREGORY A. FUCCI, Individually  
and as an officer and shareholder of the corporation; G  
FUCCI CONSTRUCTION SERVICES CORP., as a  
successor or substantially owned-affiliated entity, and  
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shareholder of the corporation; PAF PAINTING  
SERVICES INC. d/b/a GARDEN STATE PAINTING, as a  
successor or substantially owned-affiliated entity, and  
GREGORY A. FUCCI, Individually and as an officer and  
shareholder of the corporation; PAF PAINTING CORP., as  
a successor or substantially owned affiliated-entity; P.A.F.  
PAINTING SERVICES OF WESTCHESTER, INC., as a  
successor or substantially owned-affiliated entity; FRESH  
START PAINTING CORP., as a successor or substantially  
owned-affiliated entity, and GREGORY A. FUCCI and  
GREGORY FUCCI, JR., Individually and as officers and  
shareholders of the corporation;

Subcontractor,

for a determination pursuant to Article 8 of the Labor  
Law as to whether prevailing wages and supplements

were paid to or provided for the workers employed on a public work project known as the renovation of the Pearls Hawthorne School, in Yonkers

-----X

In the Matter of

MASTERCRAFT MASONRY I, INC., and  
LOUIS TANTILLO, Individually, and as an officer and  
one of the five largest shareholders of the corporation

Prevailing Wage Rate  
Case No. 2008008505  
Case ID No.: PW 08 2010027624

Prime Contractor; and

Ulster County

GAF PAINTING, LLC d/b/a PAF PAINTING, and  
GREGORY A. FUCCI, Individually as an officer and  
member of the corporation; APOLLO CONSTRUCTION  
SERVICES CORP., d/b/a APOLLO PAINTING CO., and  
GREGORY A. FUCCI, Individually and as an officer and  
shareholder of the corporation; APOLLO PAINTING  
CORP., as a substantially owned-affiliated entity, and  
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Individually and as officers and shareholders of the corporation;  
G. FUCCI PAINTING, INC., as a successor or substantially  
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JR., Individually and as an officer and shareholder of the  
corporation; PAF PAINTING SERVICES INC. d/b/a GARDEN  
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affiliated entity, and GREGORY A. FUCCI,  
Individually and as an officer and shareholder of the  
corporation; PAF PAINTING CORP., as a successor or  
substantially owned affiliated-entity; and P.A.F. PAINTING  
SERVICES OF WESTCHESTER, INC., as a successor or  
substantially owned-affiliated entity; FRESH START  
PAINTING CORP., as a successor or substantially owned-  
affiliated entity, and GREGORY A. FUCCI and GREGORY  
FUCCI, JR., Individually and as officers and shareholders of the  
corporation;

Subcontractor,

for a determination pursuant to Article 8 of the Labor Law as to  
whether prevailing wages and supplements were paid to or  
provided for the workers employed on a public work project  
known as the additions and alterations to the Rondout Valley  
Middle and High Schools, in Accord

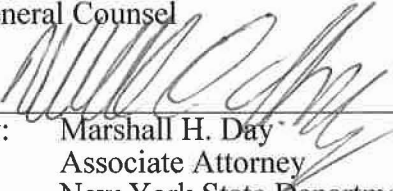
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PLEASE TAKE NOTICE that annexed hereto is a true copy of an Order and Determination of the Commissioner of Labor that was duly filed in the Office of the Commissioner of Labor on January 21, 2014.

Any party aggrieved by this Order and Determination may commence a proceeding for the review thereof pursuant to Article 78 of the Civil Practice Law and Rules within thirty days from the Notice of Filing of the said Order and Determination in the Office of the Commissioner of Labor. Said proceeding shall be commenced directly in the Appellate Division of the Supreme Court.

Dated: January 22, 2014  
Albany, New York

Pico Ben-Amotz  
General Counsel

By:   
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Yorktown Central School District  
2725 Crompond Road  
Yorktown Heights, NY 10598

Yonkers Board of Education  
Yonkers Public Schools  
One Larkin Center  
Yonkers, NY 10701

Rondout Valley Central School District  
122 Kyserike Road  
Accord, NY 12404

Safeco Insurance Company of America  
1001 4th Ave.  
Seattle, WA 98154

Aon Risk Services Northeast, Inc.  
Surety for Mastercraft Masonry I, Inc.  
390 Broadway  
Jericho, NY 11753

ALL EMPLOYEES

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State Office Building Campus  
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Bureau of Public Work  
New York State Department of Labor  
State Office Building Campus  
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Bureau of Public Work  
New York State Department of Labor  
State Office Building Campus  
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Albany, NY 12240-0130

Josephine A. Pagan, Senior Investigator  
Bureau of Public Work  
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New York, NY 10013

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State Office Building Campus  
Building 12, Room 509  
Albany, NY 12240-0005  
(518) 485-2191

STATE OF NEW YORK: DEPARTMENT OF LABOR

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In the Matter of

FRESH START PAINTING CORP. and GREGORY A. FUCCI, and GREGORY FUCCI, JR., Individually and as officers and shareholders of the corporation; G. FUCCI PAINTING, INC. as a successor or substantially owned-affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; PAF PAINTING CORP., as a successor or substantially owned-affiliated entity; PROFESSIONAL ESTIMATING & BUSINESS CORP. as a successor or substantially owned-affiliated entity, and GREGORY FUCCI, JR., Individually and as an officer and shareholder of the corporation; APOLLO PAINTING CORP., as a successor or substantially owned-affiliated entity, and GREGORY A. FUCCI, and GREGORY FUCCI, JR., Individually and as officers and shareholders of the corporation; APOLLO CONSTRUCTION SERVICES CORP., as a substantially-owned affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; G. FUCCI PAINTING, INC., as a substantially-owned affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; G FUCCI CONSTRUCTION SERVICES CORP., as a substantially-owned affiliated entity, and GREGORY FUCCI, JR., Individually and as an officer and shareholder of the corporation; PAF PAINTING SERVICES INC. d/b/a GARDEN STATE PAINTING, as a substantially-owned affiliated entity, and GREGORY A. FUCCI, Individually and as an officer and shareholder of the corporation; PAF PAINTING CORP., as a substantially-owned affiliated entity; P.A.F. PAINTING SERVICES OF WESTCHESTER, INC., as a substantially owned-affiliated entity; and GAF PAINTING, LLC, as a substantially owned-affiliated entity, and GREGORY A. FUCCI, Individually as an officer and member of the corporation;

Prime Contractor

for a determination pursuant to Article 8 of the Labor Law as to whether prevailing wages and supplements were paid to or provided for the workers employed on a public work project known as the Painting of the Crompond Intermediate School, in the Town of Yorktown Heights

X

STIPULATION OF SETTLEMENT

Prevailing Wage Rate  
Case No.: 2011009055  
Case ID No.: PW 08 2011012101

Westchester County



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In the Matter of

WORTH CONSTRUCTION CO., INC. and  
WILLIAM S. DIZENZO, Individually as one of the five  
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for a determination pursuant to Article 8 of the Labor  
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were paid to or provided for the workers employed on a  
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Kaplan Hall, at SUNY Orange Washington Center, in  
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In the Matter of

ROK-BUILT CONSTRUCTION INC.,  
STEPHEN FERRI, and ANGELO FERRI, Individually,  
and as officers and among the five largest shareholders of  
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Case No.: 2008008397  
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Pearls Hawthorne School, in Yonkers

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In the Matter of

MASTERCRAFT MASONRY I, INC., and  
LOUIS TANTILLO, Individually, and as an officer and  
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Prevailing Wage Rate  
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Ulster County

GAF PAINTING, LLC d/b/a PAF PAINTING, and  
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Subcontractor,

for a determination pursuant to Article 8 of the Labor Law  
as to whether prevailing wages and supplements were paid  
to or provided for the workers employed on a public work  
project known as the additions and alterations to the  
Rondout Valley Middle and High Schools, in Accord

X

WHEREAS, the New York State Department of Labor (Department), Bureau of  
Public Work (Bureau), pursuant to Article 8 of the New York State Labor Law (Labor  
Law), conducted separate investigations of the above-referenced four (4) public work

projects performed by FRESH START PAINTING CORP., GREGORY A. FUCCI and GREGORY FUCCI, JR., Individually and as officers and shareholders of the corporation; G. FUCCI PAINTING, INC. as a successor or substantially owned-affiliated entity and GREGORY A. FUCCI , Individually and as an officer and shareholder of the corporation; PAF PAINTING CORP., as a successor or substantially owned-affiliated entity; PROFESSIONAL ESTIMATING & BUSINESS CORP. as a successor or substantially owned-affiliated entity and GREGORY FUCCI, JR., Individually, and as an officer and shareholder of the corporation; APOLLO PAINTING CORP., as a successor or substantially owned-affiliated entity, and GREGORY A. FUCCI and GREGORY FUCCI, JR., Individually, and as officers and shareholders of the corporation; APOLLO CONSTRUCTION SERVICES CORP., as a substantially-owned affiliated entity and GREGORY A. FUCCI, Individually, and as an officer and shareholder of the corporation; G. FUCCI PAINTING, INC., as a substantially-owned affiliated entity and GREGORY A. FUCCI , Individually, and as an officer and shareholder of the corporation; G FUCCI CONSTRUCTION SERVICES CORP., as a substantially-owned affiliated entity and GREGORY FUCCI, JR., Individually, and as an officer and shareholder of the corporation; PAF PAINTING SERVICES INC. d/b/a GARDEN STATE PAINTING, as a substantially-owned affiliated entity and GREGORY A. FUCCI, Individually, and as an officer and shareholder of the corporation; PAF PAINTING CORP., as a substantially-owned affiliated entity; P.A.F. PAINTING SERVICES OF WESTCHESTER, INC., as a substantially owned-affiliated entity; and/or GAF PAINTING, LLC, as a substantially owned-affiliated entity and GREGORY A. FUCCI, Individually, as an officer and member of the corporation relevant to each project specified herein (collectively all individuals and entities are known as "FUCCI RESPONDENTS"), and

WHEREAS, the Department's investigations concluded that the FUCCI RESPONDENTS underpaid prevailing wages and supplements to its workers employed in the performance of each of the above named projects; and

WHEREAS, the non-FUCCI Prime Contractors on the above named captioned projects are: Project #2: WORTH CONSTRUCTION CO., INC. (WORTH), and MICHAEL PONTORIERO, Individually, and as one of the five largest shareholders of the corporation; Project #3: ROK-BUILT CONSTRUCTION, INC. (ROK-BUILT), and STEPHEN FERRI and ANGELO FERRI, Individually, and as officers and two of the five largest shareholders of the corporation; Project #4: MASTERCRAFT MASONRY I, INC. (MASTERCRAFT), and LOUIS TANTILLO, Individually, and as an officer and one of the largest five shareholders of the corporation; and

WHEREAS, the Prime Contractors and the shareholders of the respective entities are responsible and liable for any underpayments in wages, supplements, interest and civil penalties occasioned by the work of their subcontractors pursuant to Section 223 of the Labor Law; and

WHEREAS, the Department, FUCCI RESPONDENTS, WORTH, MICHAEL PONTORIERO, ROK-BUILT, STEPHEN FERRI, ANGELO FERRI, MASTERCRAFT and LOUIS TANTILLO have agreed to settle the issues in this matter, excepting only the issue of whether or not FUCCI RESPONDENTS "willfully" failed to pay the prevailing rate of wages and supplements within the meaning of Section 220-b (3)(b) of the Labor Law; and

WHEREAS, the parties having been represented by competent legal counsel, and having had a full and fair opportunity to be heard and otherwise participate have requested that the Hearing Officer make an inquiry as to the willfulness of the alleged violations which are the subject of said compliance investigations, based on the testimony and evidence produced at the administrative proceeding, and that the Hearing Officer make a recommendation on the

willfulness issue as it relates to each of the four projects named above. It is the expectation of the parties that a future Order and Determination by the Commissioner of Labor (Commissioner) will resolve that sole issue; and

WHEREAS, the remaining issues in the matter are the subject of this Stipulation.

NOW, THEREFORE, it is stipulated and agreed by and among the parties pursuant to Sections 220(7), 220(8), 220(b)(2) and 223 of the Labor Law as follows:

1. That this Stipulation shall be binding on the parties and shall settle the issues, except as noted above, that would have been raised against FUCCI RESPONDENTS, WORTH, MICHAEL PONTORIERO, ROK-BUILT, STEPHEN FERRI, ANGELO FERRI, MASTERCRAFT and LOUIS TANTILLO an administrative hearing in connection with the four respective projects. That FUCCI RESPONDENTS, WORTH, MICHAEL PONTORIERO, ROK-BUILT, STEPHEN FERRI, ANGELO FERRI, MASTERCRAFT and LOUIS TANTILLO are entitled to a hearing prior to the issuance of an Order and Determination by the Commissioner of Labor in the four respective projects, as to all of the issues set forth in the Notice of Hearing dated October 15, 2012.

2. That FUCCI RESPONDENTS, WORTH, MICHAEL PONTORIERO, ROK-BUILT, STEPHEN FERRI, ANGELO FERRI, MASTERCRAFT and LOUIS TANTILLO waive their right to said hearing and judicial review thereof, except as provided herein, and consent and agree that an Order and Determination be made and filed by the Commissioner of Labor, and that this Stipulation, when signed by the Commissioner, shall constitute that Order and Determination, and shall contain the following terms:

**Project 1**  
Crompond Intermediate School – Yorktown  
PRC No.: 2011009055]  
Case ID No.: PW 08 2011012101

A. The FUCCI RESPONDENTS agree to make restitution of wages and supplements

owed to the workers on the above named project by payment to the Department on behalf of the affected workers in the amount of **Six Hundred Eighty-two and 50/100 Dollars (\$682.50)**, representing the total wages and supplements owed to the workers identified in the Department's Form PW-27, a copy of which is attached as "Exhibit 1".

- B. The FUCCI RESPONDENTS agree to pay interest to said workers at a rate of 10 percent (10%) through July 16, 2012 in the total amount of **Sixty and 22/100 Dollars (\$60.22)**.
- C. The FUCCI RESPONDENTS agree to pay a civil penalty of twenty-five percent (25%) in the amount of **One Hundred Eighty-five and 68/100 Dollars (\$185.68)**.
- D. The FUCCI RESPONDENTS agree to pay the total owing on Project 1 of **Nine Hundred Twenty-eight and 40/100 Dollars (\$928.40)**.

**Project 2**

Orange County Community College Project

PRC No.: 2009004232

Case ID No.: PW 11 2010028035

- E. WORTH and MICHAEL PONTORIERO agree to make restitution of wages and supplements owed to the workers on the above named project by payment to the Department on behalf of the affected workers in the amount of **Sixty Thousand Seventy-one and 32/100 Dollars (\$60,071.32)**, representing the total wages and supplements owed to the workers identified in the Department Form PW-27, a copy of which is attached as "Exhibit 2".
- F. WORTH and MICHAEL PONTORIERO agree to pay interest to said workers at a rate of 10 percent (10%) through July 16, 2012 in the total amount of **Ten Thousand**

**Six Hundred Eight and 80/100 Dollars (\$10,608.80).**

- G. The total sum due and owing from WORTH and MICHAEL PONTORIERO is **Seventy Thousand, Six Hundred Eighty and 12/100 Dollars (\$70,680.12).**
- H. The above total sum shall be paid over to the Department from the funds held by the Orange County Department of Public Works (OCDPW) which are payable to WORTH and currently being withheld pursuant to a Notice of Withholding dated February 24, 2011. Any and all funds remaining in the possession of the OCDPW after payment of the above-stated amount to the Department shall be paid over to counsel for and on behalf of WORTH. The documents deemed necessary by OCDPW to complete such transaction shall be timely executed and delivered by the Department and/or WORTH, but in no case later than sixty (60) days from the execution of this Stipulation. In the event that the funds are not withheld as previously represented by the OCDPW, then WORTH and/or MICHAEL PONTORIERO shall make payment to the Department of an equal amount in cash within sixty (60) days of the discovery of such fact.
- I. The FUCCI RESPONDENTS agree to pay a civil penalty of Twenty-five percent (25%) of the underpayments and interest in the amount of **Seventeen Thousand Six Hundred Seventy and 03/100 Dollars (\$17,670.03).**

**Project 3**

Yonkers School Project

PRC No.: 2008008397

Case ID No.: PW 08 2010021890

- J. ROK-BUILT, STEPHEN FERRI and ANGELO FERRI agree to make restitution of wages and supplements owed to the workers on the above project by payment to the Department on behalf of the affected workers, identified in Form PW-27 (attached as



“Exhibit 3”) in the amount of **One Hundred Seven Thousand Two Hundred Sixty Three and 30/100 Dollars (\$107,263.30)**, calculated as follows:

Wages and supplements.....	\$113,481.13
Interest @ 10% through July 16, 2012.....	25,083.52
Subtotal.....	138,564.65
*Less Credit for supplements/stamps paid to workers...	<31,301.35>
Net total due and owing by ROK-BUILT.....	\$107,263.30

*\*The Department, FUCCI and ROK-BUILT agree that the credit is based upon unredeemed supplement “stamps” purchased by FUCCI from District Council 9, which, by agreement placed on the record on July 16, 2013, are being distributed to the affected workers by FUCCI during the period July, 2013 through August, 2013. The credit is conditioned upon satisfactory proof of such distribution being supplied to the Department by FUCCI within thirty (30) days of completion. In the event that such proof is not received, then FUCCI is and remains liable for the value of such credit and agrees that it will pay an additional \$31, 301.35 in cash to the Department on behalf of the workers within 60 days of the execution of this Stipulation.*

- K. The above total sum of **\$107,263.30** shall be paid over to the Department from the funds held by the Yonkers Board of Education (Yonkers) which are payable to ROK-BUILT and are currently being withheld pursuant to a Notice to Withhold issued by the Department and dated July 7, 2010. Any and all funds remaining in the possession of the School after payment of the above-stated amount to the Department shall be paid over to counsel for and on behalf of ROK-BUILT. The documents deemed necessary by Yonkers to complete such transaction shall be timely executed and delivered by the Department and/or ROK-BUILT, but in no case later than sixty (60) days from the execution of this Stipulation. In the event that the funds are not withheld as previously represented by Yonkers, then ROK-BUILT, STEPHEN FERRI and ANGELO FERRI shall make payment to the Department of an equal amount in cash within sixty (60) days of the discovery of such fact.
- L. The FUCCI RESPONDENTS agree to pay a civil penalty to the Commissioner at

the rate of Twenty five percent (25%) of the underpayments and interest, or  
**Thirty-two Thousand One Hundred Seventy eight and 90/100 Dollars**  
**(\$32,178.90).**

**Project 4**

Accord Schools Project

PRC No.: 2008008505

Case ID No.: PW 08 2010027624

- M. MASTERCRAFT and LOUIS TANTILLO agree to make restitution of wages and supplements owed to the workers on the above project by payment to the Department on behalf of the affected workers in the amount of **Twenty Eight Thousand Two Hundred Eighty-four and 55/100 Dollars (\$28,284.55)**, representing the total wages and supplements owed to the workers identified in the Department Form PW-27, a copy of which is attached as "Exhibit 4".
- N. MASTERCRAFT and LOUIS TANTILLO agree to pay interest to said workers at a rate of 10 percent (10%) through July 16, 2012 in the total amount of **Five Thousand Four Hundred Fifty and 99/100 Dollars (\$5,450.99)**.
- O. The total sum due and owing from MASTERCRAFT and LOUIS TANTILLO is **Thirty Three Thousand, Seven Hundred Thirty-five and 54/100 Dollars (\$33,735.54)**.
- P. The above total sum shall be paid over to the Department from the funds held by the Rondout Valley Central School District (RVCS D) which are payable to MASTERCRAFT and are currently being withheld pursuant to a Notice of Withholding dated December 29, 2010. Any and all funds remaining in the possession of the RVCS D after payment of the above-stated amount to the Department shall be paid over to counsel for and on behalf of MASTERCRAFT.

The documents deemed necessary by RVCSD to complete such transaction shall be timely executed and delivered by the Department and/or MASTERCRAFT, but in no case later than sixty (60) days from the execution of this Stipulation. In the event that the funds are not withheld as previously represented by RVCSD, then MASTERCRAFT and LOUIS TANTILLO shall make payment to the Department of an equal amount in cash within sixty (60) days of the discovery of such fact.

- Q. The FUCCI RESPONDENTS agree to pay a civil penalty of Twenty-five percent (25%) of the underpayments and interest, in the amount of **Eight Thousand Four Hundred Thirty-three and 89/100 Dollars (\$8,433.89)**.

#### **DEFAULT**

3. In the event of default by FUCCI RESPONDENTS, WORTH, MICHAEL PONTORIERO, ROK-BUILT, STEPHEN FERRI, ANGELO FERRI, MASTERCRAFT or LOUIS TANTILLO on any obligation imposed as a result of this Stipulation, including but not limited to payment of monies on or before the date such payment is due, and after ten (10) days' notice from the Department to the defaulting party, then the Commissioner is authorized to issue an Order and Determination against that defaulting party without further notice, in the sum sought by the Department for underpayments of wages and/or supplements due, with interest calculated at sixteen percent (16%) to date and a penalty of twenty-five percent (25%), and to proceed against the defaulting party and any bonding company insuring such party, for all sums that may be due and owing pursuant to Section 223 of the Labor Law.

4. In the event of default, and the resultant issuance of the Order and Determination referred to in paragraph "3" above, the matter will be referred to the New York State Office of the Attorney General for prosecution and collection.

## **PAYMENT**

5. The total sum due and owing by the FUCCI RESPONDENTS is **Fifty Nine Thousand, Two Hundred Eleven and 22/100 Dollars (\$59,211.22)**. This sum shall be paid as follows:
  - a. **Twenty Thousand Dollars (\$20,000.00)** shall be paid upon the execution of this Stipulation, and submitted to the Department therewith, no later than **September 19, 2013**.
  - b. The remainder of **Thirty Nine Thousand, Two Hundred Eleven and 22/100 Dollars (\$39,511.22)** shall be paid in six (6) equal monthly installments, commencing on the fifteenth of the month following the month of execution of this Stipulation, and continuing without interruption until fully paid. Such installments shall be paid in the amount of **Six Thousand Five Hundred Thirty-five and 20/100 Dollars (\$6,535.20)**.
6. All funds payable by the parties to the Department shall be made by certified check or money order made payable to the "**Commissioner of Labor**" and delivered to: **NYS Department of Labor, Attn: Sr. Inv. M. Paul Redd, 120 Bloomingdale Rd., Room 204, White Plains, New York 10605**
7. All terms and conditions set forth herein in regard to the FUCCI RESPONDENTS also apply to GREGORY A. FUCCI, SR. and GREGORY A. FUCCI, JR., who are separately and individually liable for the acts of the FUCCI RESPONDENTS with respect to the four (4) projects complained of and enumerated herein. Likewise, the remaining officers and shareholders named above remain separately and individually liable for the acts or omissions of their respective corporations.

## RELEASE

8. Each party hereto, who pays the amounts due under this Stipulation and performs any other act required hereunder, will be forever released from any and all claims by the Department arising from any of the four (4) projects which are the subject of this agreement, without regard to the fault, non-performance or default of any other unrelated party.

## EXECUTION OF THE DOCUMENT

9. Execution of this document by electronic means and/or separately, in order to accommodate the divergent locations of the parties, shall be acceptable and the signatures taken collectively shall constitute a fully-executed Stipulation of Settlement.

## COMPLETE AGREEMENT

10. The foregoing constitutes the full and complete agreement of the parties.

### FUCCI RESPONDENTS

Date 10/15/13


By: 

Date 10/15/13



Gregory A. Fucci, Sr., Individually

Date 10/15/13



Gregory A. Fucci, Jr., Individually

Date 10/23/2013

Date 10/23/2013

Date \_\_\_\_\_

Date \_\_\_\_\_

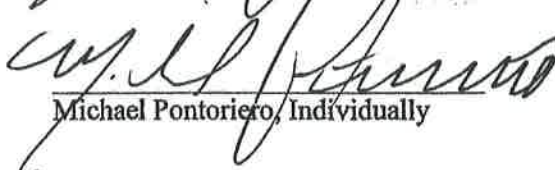
Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

WORTH CONSTRUCTION CO., INC.

By:   
Michael Pontoriero, President

  
Michael Pontoriero, Individually

ROK-BUILT CONSTRUCTION, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Angelo Ferri, Individually

\_\_\_\_\_  
Stephen Ferri, Individually

MASTERCRAFT MASONRY I, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Louis Tantillo, Individually

NEW YORK STATE DEPARTMENT OF LABOR  
Pico Ben-Ametz, Acting Counsel

Date 10/29/13

  
By: Louis P. Renzi, Senior Attorney, of Counsel

WORTH CONSTRUCTION CO., INC

Date \_\_\_\_\_

By: \_\_\_\_\_  
Michael Pontoriero, President

Date \_\_\_\_\_

\_\_\_\_\_  
Michael Pontoriero, Individually

ROK-BUILT CONSTRUCTION, INC.

Date 9-11-13

By: Angelo Ferri Sec  
Angelo Ferri - Secretary

Date 9-11-13

Angelo Ferri  
Angelo Ferri, Individually

Date 9-11-13

Stephen Ferri  
Stephen Ferri, Individually

MASTERCRAFT MASONRY I, INC.

Date \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Louis Tantillo, Individually

NEW YORK STATE DEPARTMENT OF LABOR  
Pico Ben-Amotz, Acting Counsel

Date \_\_\_\_\_

By: Louis P. Renzi, Senior Attorney, of Counsel

WORTH CONSTRUCTION CO., INC

Date \_\_\_\_\_

By: \_\_\_\_\_  
Michael Pontoriero, President

Date \_\_\_\_\_

\_\_\_\_\_  
Michael Pontoriero, Individually

ROK-BUILT CONSTRUCTION, INC.

Date \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Angelo Ferri, Individually

Date \_\_\_\_\_

\_\_\_\_\_  
Stephen Ferri, Individually

MASTERCRAFT MASONRY I, INC.

Date 9/16/2013

By: \_\_\_\_\_

Date 9/6/2013

\_\_\_\_\_  
Louis Tantillo, Individually

NEW YORK STATE DEPARTMENT OF LABOR  
Pico Ben-Amotz, Acting Counsel

Date \_\_\_\_\_

By: \_\_\_\_\_  
Louis P. Renzi, Senior Attorney, of Counsel



SO ORDERED AND DETERMINED

DATED: January 21, 2013 14  
Albany, New York



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Peter M. Rivera  
Commissioner of Labor

TO: Christopher Smith, Esq.  
Trivella & Forte, LLP  
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White Plains, NY 10605  
*Attorney for the Fucci Respondents*

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Bahn Multer & Gold, LLP  
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New York, NY 10017-2416  
*Attorney for Worth Construction*

Alexander A. Miuccio  
Welby, Brady & Greenblatt, LLP  
11 Martine Avenue, 15<sup>th</sup> Fl.  
White Plains, New York 10606  
*Attorney for Rok-Built Construction*

Daniel Szalkiewicz, Esq.  
Attorney at Law  
280 Riverside Drive  
New York, New York 10025  
*Attorney for Mastercraft Masonry*

Orange County Public Works  
P.O. Box 509  
Goshen, NY 10924

Yorktown Central School District  
2725 Crompond Road  
Yorktown Heights, NY 10598

Yonkers Board of Education  
Yonkers Public Schools  
One Larkin Center  
Yonkers, NY 10701

Rondout Valley Central School District  
122 Kyserike Road  
Accord, NY 12404

Safeco Insurance Company of America  
1001 4th Ave.  
Seattle, WA 98154

Aon Risk Services Northeast, Inc.  
Surety for Mastercraft Masonry I, Inc.  
390 Broadway  
Jericho, NY 11753

## ALL EMPLOYEES

James Rogers, Deputy Commissioner  
for Business and Labor Affairs  
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Brooklyn, New York 11201

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Administrative Adjudication Unit  
New York State Department of Labor  
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Bureau of Public Work  
New York State Department of Labor  
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White Plains, NY 10605

Jacqueline Martinez, Investigator  
Bureau of Public Work  
New York State Department of Labor  
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White Plains, NY 10605

**For the Department:**

**Pico Ben-Amotz, Acting Counsel  
Louis P. Renzi, Senior Attorney, of Counsel  
New York State Department of Labor  
State Office Building Campus  
Building 12, Room 509  
Albany, NY 12240-0005  
(518) 485-2191**

## Summary of Underpayments for Week Ending 08/29/2011 thru Week Ending 08/29/2011

Case Date: 09/07/2011 Interest Date: 07/16/2012 Firm: Fresh Start Painting Corp.  
Case ID: PW08 2011012101 Interest Rate: 10.0 157 Tibbets Road  
PRC: 2011009055 Yonkers NY 10705  
Investigator: USAJM3

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

Claimant	Wage Due	Supp Due	Sub-Total	Interest	Total Due
[REDACTED]	140.00	0.00	140.00	12.35	152.35
[REDACTED]	157.50	0.00	157.50	13.90	171.40
[REDACTED]	140.00	0.00	140.00	12.35	152.35
[REDACTED]	122.50	0.00	122.50	10.81	133.31
[REDACTED]	122.50	0.00	122.50	10.81	133.31

EXHIBIT

tabbies

Case Total:	682.50	0.00	682.50	60.22	742.72
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## Summary of Underpayments for Week Ending 06/07/2010 thru Week Ending 03/07/2011

Case Date: 12/08/2010 Interest Date: 07/16/2012 Firm: G. Fucci Painting, Inc. aka Paf Painting Corporation  
 Case ID: PW11 2010028035 Interest Rate: 10.0 157 Tibbets Road  
 PRC: 2009004232 Yonkers NY 10705  
 Investigator: usbjp3

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT		Wage Due	Supp Due	Sub-Total	Interest	Total Due
Claimant						
###-##		19.12	376.96	396.08	77.95	474.03
###-##		76.48	2,369.58	2,446.06	431.98	2,878.04
###-##		76.48	1,210.30	1,286.78	218.06	1,504.84
###-##		12.64	2,348.54	2,361.18	442.14	2,803.32
###-##		57.36	1,225.28	1,282.64	217.79	1,500.43
###-##		28.28	4,797.62	4,825.90	846.01	5,671.91
###-##		195.48	1,640.54	1,836.02	339.13	2,175.15
###-##		95.60	655.60	751.20	116.69	867.89
###-##		0.00	1,733.04	1,733.04	289.47	2,022.51
###-##		75.27	2,520.00	2,595.27	485.50	3,080.77
###-##		19.12	385.74	404.86	67.36	472.22
###-##		167.24	4,252.40	4,419.64	788.86	5,208.50
###-##		38.24	747.10	785.34	154.56	939.90
###-##		14.28	5,064.08	5,078.36	891.20	5,969.56
###-##		661.76	3,540.24	4,202.00	790.63	4,992.63
###-##		93.84	7,832.30	7,926.14	1,336.31	9,262.45
###-##		185.80	13,391.63	13,577.43	2,382.13	15,959.56
###-##		438.24	1,950.56	2,388.80	394.94	2,783.74
###-##		0.00	360.96	360.96	62.30	423.26
###-##		133.84	1,279.78	1,413.62	275.79	1,689.41

EXHIBIT

2

Case Total:

2,389.07 57,682.25 60,071.32 10,608.80 70,680.12

## Summary of Underpayments for Week Ending 07/13/2009 thru Week Ending 11/22/2010

Case Date: 09/03/2010 Interest Date: 07/16/2012 Firm: GAF Painting LLC dba G.A.F. Painting  
 Case ID: PW08 2010021890 Interest Rate: 10.0 157 Tibbets Road  
 PRC: 2008008397 Yonkers NY 10705  
 Investigator: USAJM3

EXHIBIT

3

Claimant		Wage Due	Supp Due	Sub-Total	Interest	Total Due
██████	###-##-	192.50	450.80	643.30	186.29	829.59
██████	###-##-	21.00	589.40	610.40	141.19	751.59
██████	###-##	768.75	4,240.01	5,008.76	1,115.78	6,124.54
██████	###-##	385.00	2,340.73	2,725.73	786.65	3,512.38
██████	###-##	490.00	1,659.84	2,149.84	621.01	2,770.85
██████	###-##	0.00	732.55	732.55	212.14	944.69
██████	###-##	63.00	1,075.27	1,138.27	206.38	1,344.65
██████	###-##	1,286.25	12,731.32	14,017.57	2,812.99	16,830.56
██████	###-##	509.00	6,917.38	7,426.38	1,503.75	8,930.13
██████	###-##	0.00	1,184.40	1,184.40	346.40	1,530.80
██████	###-##	735.00	1,700.88	2,435.88	713.85	3,149.73
██████	###-##	0.00	174.76	174.76	50.61	225.37
██████	###-##	599.75	3,794.96	4,394.71	850.71	5,245.42
██████	###-##	0.00	1,083.04	1,083.04	281.73	1,364.77
██████	###-##	228.00	3,100.76	3,328.76	625.96	3,954.72
██████	###-##	2,052.75	9,838.15	11,890.90	2,484.59	14,375.49
██████	###-##	0.00	661.22	661.22	126.22	787.44
██████	###-##	270.50	2,244.58	2,515.08	469.28	2,984.36
██████	###-##	0.00	576.80	576.80	167.48	744.28
██████	###-##	837.25	6,391.97	7,229.22	1,625.49	8,854.71
██████	###-##	154.00	2,230.62	2,384.62	559.33	2,943.95
██████	###-##	117.60	2,840.04	2,957.64	872.76	3,830.40
██████	###-##	339.50	2,410.94	2,750.44	616.55	3,366.99
██████	###-##	245.00	323.96	568.96	165.86	734.82
██████	###-##	136.00	971.88	1,107.88	217.16	1,325.04
██████	###-##	164.50	1,913.87	2,078.37	466.45	2,544.82
██████	###-##	786.00	8,723.78	9,509.78	1,873.18	11,382.96
██████	###-##	157.50	463.68	621.18	181.08	802.26
██████	###-##	0.00	429.66	429.66	123.60	553.26
██████	###-##	123.00	2,415.18	2,538.18	536.15	3,074.33
██████	###-##	150.00	148.20	298.20	86.93	385.13
██████	###-##	856.20	697.46	1,553.66	450.54	2,004.20
██████	###-##	192.50	518.28	710.78	205.83	916.61
██████	###-##	315.50	2,614.82	2,930.32	523.64	3,453.96
██████	###-##	140.00	1,687.00	1,827.00	538.99	2,365.99
██████	###-##	42.00	647.92	689.92	128.68	818.60
<b>Case Total:</b>		<b>13,917.05</b>	<b>99,564.08</b>	<b>113,481.13</b>	<b>25,083.52</b>	<b>138,564.65</b>

## Summary of Underpayments for Week Ending 07/13/2009 thru Week Ending 11/22/2010

Case Date:	09/03/2010	Interest Date:	07/16/2012	Firm:	GAF Painting LLC dba G.A.F. Painting
Case ID:	PW08 2010021890	Interest Rate:	10.0		157 Tibbets Road
PRC:	2008008397				Yonkers NY 10705
Investigator:	USAJM3				

Claimant		Wage Due	Supp Due	Sub-Total	Interest	Total Due
###-##		977.50	5,083.62	6,061.12	1,226.53	7,287.65
###-##		31.50	647.92	679.42	147.37	826.79
###-##		550.00	3,306.43	3,856.43	834.39	4,690.82

Case Total:

13,917.05

99,564.08

113,481.13

25,083.52

138,564.65



## Summary of Underpayments for Week Ending 09/07/2009 thru Week Ending 03/21/2011

Case Date: 12/01/2010 Interest Date: 07/16/2012 Firm: GAF Painting, LLC DBA/PAF Painting  
Case ID: PW08 2010027624 Interest Rate: 10.0 157 Tibbets Road  
PRC: 2008008505 Yonkers NY 10705  
Investigator: USAJM3

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

Claimant		Wage Due	Supp Due	Sub-Total	Interest	Total Due
###-##		0.00	184.24	184.24	43.90	228.14
###-##		0.00	2,233.57	2,233.57	427.25	2,660.82
###-##		0.00	280.96	280.96	52.81	333.77
###-##		0.00	423.76	423.76	66.83	490.59
###-##		0.00	1,460.76	1,460.76	352.72	1,813.48
###-##		0.00	4,901.66	4,901.66	779.44	5,681.10
		0.00	23.59	23.59	5.39	28.98
###-##		0.00	535.44	535.44	106.31	641.75
###-##		0.00	723.26	723.26	113.56	836.82
		167.02	286.89	453.91	112.74	566.65
		0.00	154.70	154.70	30.68	185.38
###-##		0.00	208.42	208.42	48.83	257.25
###-##		0.00	1,854.90	1,854.90	296.23	2,151.13
###-##		0.00	8,693.58	8,693.58	1,669.20	10,362.78
###-##		0.00	15.89	15.89	3.82	19.71
###-##		0.00	1,503.40	1,503.40	261.03	1,764.43
###-##		0.00	552.72	552.72	119.78	672.50
###-##		0.00	46.06	46.06	11.75	57.81
###-##		0.00	1,936.34	1,936.34	508.52	2,444.86
###-##		0.00	276.36	276.36	76.59	352.95
###-##		0.00	1,682.85	1,682.85	326.77	2,009.62
###-##		0.00	138.18	138.18	36.84	175.02

Case Total:

167.02

28,117.53

28,284.55

5,450.99

33,735.54

