

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA and STATE OF
NEW YORK *ex rel.* SONER YASTI,

Plaintiffs,

v.

NAGAN CONSTRUCTION and NADIR UYGAN,

Defendants.

17 Civ. 7163 (AT)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor

v.

NAGAN CONSTRUCTION, INC.,

Defendant.

STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among plaintiff the United States of America (the “United States” or “Government”), by its attorney, Geoffrey S. Berman, United States Attorney for the Southern District of New York; the relator Soner Yasti (the “Relator”); and Defendant Nagan Construction, Inc. (“Nagan” or “Defendant,” and together with the Government and the Relator, the “Parties”), through their authorized representatives;

WHEREAS, Nagan is a New York-based company that has entered into construction contracts with federal agencies;

WHEREAS, the Davis-Bacon and Related Acts, listed at 29 C.F.R. § 5.1(a) (the “DBRA”), require contractors and subcontractors on federally-funded or federally-assisted construction projects in excess of \$2000 to be paid the local “prevailing wage,” *see* 40 U.S.C. § 3141 *et seq.*; 29 C.F.R. Part 5;

WHEREAS, for federally-funded or federally-assisted construction projects, the Department of Labor (“DOL”) issues wage determinations setting forth the applicable local prevailing wages for different work classifications (*e.g.*, laborer, bricklayer, electrician);

WHEREAS, the DBRA requirements and wage determinations are incorporated into federally-funded and federally-assisted contracts for construction projects;

WHEREAS, pursuant to the Copeland Anti-Kickback Act, contractors are required to periodically submit certified payroll records to the federal contracting agency reflecting the employees who worked on the project each day, the hours each employee worked, the classification of the work performed, and the rate and total amount each employee was paid, *see* 40 U.S.C § 3145; 29 C.F.R. § 3.3;

WHEREAS, Nagan entered into a federally-funded contract with the United States Merchant Marine Academy to renovate a dining hall called Delano Hall, which is located in Kings Point, New York (the “Delano Hall Project”);

WHEREAS, Nagan entered into a federally-funded contract with the United States Department of Labor to renovate the South Bronx Job Corps Center in Bronx, New York (“the Job Corps Center Project”);

WHEREAS, on or about September 20, 2017, the Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.* (the “Relator Complaint”), alleging, *inter alia*, that Nagan failed to pay its employees prevailing wages for work

performed on federally-funded contracts as required by the Davis-Bacon Act and submitted false certified payroll records in violation of the FCA;

WHEREAS, the Government alleges that, during the period September 2012 through February 2018, Nagan underpaid employees who worked on the Delano Hall Project and the Job Corps Center Project by failing to pay them the prevailing wage, and also submitted false certified payroll records that inaccurately classified the work performed by these employees as being less skilled than the work actually performed (this conduct is referred to as the “Covered Conduct” for purposes of this Stipulation);

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing a Notice of Election to Intervene and Complaint-In-Intervention in the above-referenced *qui tam* action (“Government Complaint”), in which it is asserting claims against Nagan under the FCA for the Covered Conduct;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Nagan in the Government Complaint and the Relator Complaint;

WHEREAS, the Relator’s claim to a share of the proceeds from the settlement between the Parties will be the subject of a separate agreement between the Relator and the United States;

NOW, THEREFORE, upon the Parties’ agreement, IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court’s exercise of personal jurisdiction over each of them.
2. Nagan admits, acknowledges, and accepts responsibility for the following conduct:
 - a. In 2012, Nagan entered into a contract with the United States Merchant Marine Academy to renovate a dining facility called Delano Hall located in

Kings Point, New York. The project involved, among other things, substantial interior renovations, interior finishing, the creation of a new roof, the replacement of windows, the installation of new food service equipment, and the installation of new mechanical, electrical, plumbing, and fire protections services. Nagan served as the prime contractor on the Delano Hall project and hired subcontractors to perform specific work. The project began in or around September 2012 and was completed in or about March 2015. Nagan received over \$7.4 million in federal funds for the project.

- b. In 2014, Nagan entered into a contract with the United States Department of Labor to renovate the South Bronx Job Corps Center located in Bronx, New York. The project involved, among other things, interior modifications, repointing brick and stone, the removal and reattachment of decorative stone elements, the replacement of steel lintels, the installation of new roofing material and window frames, the replacement of ceilings, the installation of a new heating, ventilation, and air conditioning system, and upgrading electrical equipment. Nagan served as the prime contractor on the project and hired subcontractors to perform specific work. The project began in or around December 2014 and was completed in or about February 2018. Nagan received over \$17 million in federal funds for the project.
- c. Nagan was required to comply with the Davis-Bacon Act and to pay its employees prevailing wages, as set forth in wage determinations included in the project contracts. Nagan's President and CEO, as well as other senior Nagan managers, were aware of the requirement to pay workers the prevailing wage rates listed in the applicable wage determinations.
- d. Nagan periodically submitted requests for payment to the United States Merchant Marine Academy for the Delano Hall Project and to the Department of Labor for the Job Corps Center Project. Along with these requests, Nagan submitted weekly certified payroll records reflecting the names of employees who worked on the project that week, the hours they worked, their rate of pay, their gross and net wages, and their work classification. The reports included a representation that the listed classifications for each worker "conform with the work he performed."
- e. Nagan submitted certified payroll records that misrepresented the classification of certain work performed by employees on the Delano Hall and Job Corps Center Projects. Nagan stated that these employees had performed "laborer" work — which typically involves unskilled tasks such as cleaning and transporting materials and equipment — when in fact the employees had performed skilled work, such as carpentry and bricklayer tasks.

- f. Nagan underpaid 20 employees who worked on the Delano Hall and Job Corps Center Projects. Nagan improperly misclassified thousands of hours of the work these employees performed on the two projects. Nagan paid these employees for this work using the prevailing laborer wage, instead of the higher prevailing wage to which they were entitled for the carpentry, bricklayer, and other skilled work the employees had actually performed.
- g. Nagan failed to adequately train its supervisors and managers on how to properly classify work in order to comply with Davis-Bacon Act requirements.
- h. Nagan failed to implement effective systems and mechanisms to verify that the company properly classified its employees and consistently paid them the correct prevailing wage as required by federal law.

3. Nagan shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 28) the sum of \$435,000 plus interest which shall be compounded annually at a rate of 2.25% accruing from July 15, 2019, to the date of payment (the "Settlement Amount"), in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York. Of the Settlement Amount, \$242,375.60 constitutes restitution and will be distributed by DOL to current and former Nagan employees who were underpaid for their work on the Delano Hall Project and the Job Corps Center Project. The DOL, through the Wage and Hour Division, shall distribute the restitution as back wages, less the appropriate deductions for social security and withholding taxes, to the employees or their legal representatives. Any such amounts which remain undistributed for three years because of the inability to locate the employee or representative shall be deposited with the United States Department of Treasury.

4. Nagan shall fully comply with the DBRA and the Copeland Anti-Kickback Act, as well as the applicable regulations issued at 29 C.F.R. Part 5, on all federally-funded, federally-insured, and/or federally-assisted construction projects that are subject to federal prevailing wage laws and

that are ongoing as of the Effective Date or commence after the Effective Date (hereinafter referred to as “DBRA Projects”).

- a. Nagan shall assign to each DBRA Project a dedicated Nagan supervisor (“Project Manager”) whose primary responsibility is to ensure DBRA compliance, including the proper classification of work. The Project Manager shall regularly be on-site to observe the work performed by each employee. The Project Manager shall record in detail the work performed by each employee each day so that the proper classification of the work is readily apparent, the number hours worked by each employee each day, and the proper classification for each hour of work performed (“Daily Work Information”). If an employee performs work covering multiple classifications on a given day, the Project Manager shall specify the number of hours falling within each classification.
- b. The Project Manager shall provide the Daily Work Information to a dedicated senior Nagan manager (“DBRA Compliance Officer”) at Nagan’s primary office location who shall review the information to ensure that the classifications are appropriate, verify that employees are paid in accordance with the prevailing wages set for a project, and ensure the accuracy of the certified payroll records submitted by Nagan.
- c. The DBRA Compliance Officer shall conduct bi-annual audits of each DBRA Project to assess whether (i) the Project Manager is recording the work performed in the manner specified by subparagraph 4(a); (ii) the certified payroll reports are accurate and include correct work classifications; and (iii) employees are being paid in accordance with the prevailing wages set for a project. Nagan shall submit

reports reflecting the results of these audits to DOL's Wage and Hour Division at the end of each calendar year through the year 2022. Nagan shall send these reports to the attention of the Regional Enforcement Coordinator - Government Contracts, U.S. Department of Labor, Wage and Hour Division, 201 Varick Street, Room 603, New York, NY 10014. No action or non-action resulting from submission of these reports shall preclude the Wage and Hour Division at any time from investigating Nagan or any successors or related businesses or from instituting any enforcement actions for violations of the DBRA.

- d. Nagan shall ensure that the DBRA Compliance Officer and all Project Managers are fully trained on all applicable DBRA provisions and other federal labor standards, as well as the type of work that falls within each classification set forth in applicable wage determinations. Nagan shall maintain documentation reflecting the provision of this training.
- e. At each DBRA Project site, Nagan shall post the applicable wage determination, as well as the DOL Wage and Hour Division's "Davis-Bacon and Related Acts Fact Sheet" and "Davis-Bacon Poster." Nagan shall provide all employees at the site with written notification of the local Wage and Hour Division district office or area office to contact if they wish to make a complaint regarding prevailing wages or other DBRA violations. In addition, Nagan shall provide specific notice to employees of their classification and applicable prevailing wage and overtime rates, including any fringe benefits offered.

5. Nagan agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Nagan shall encourage, and agree not to impair, the cooperation of Nagan's directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Nagan further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

6. Subject to the exceptions in Paragraphs 10 and 16 below (concerning excluded claims and bankruptcy proceedings), and conditioned upon Nagan's full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above and compliance with Paragraph 4 above, the United States releases Nagan, including its subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the United States has for the Covered Conduct under the FCA, the Davis-Bacon Act, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Nagan from liability of any kind.

7. Nagan fully and finally releases the United States, its agencies, officers, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Nagan has asserted, could have asserted, or may assert in the future

against the United States, its agencies, officers, employees, servants, or agents related to the Covered Conduct and the United States' investigation, prosecution and settlement thereof.

8. Conditioned on Nagan's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, the Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Nagan, including its subsidiaries and corporate predecessors, successors and assigns, as well as all of its current and former officers, directors, employees, attorneys, and other agents, from any and all manner of federal claims, proceedings, liens, and causes of action of any kind or description that the Relator has against Nagan related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude the Relator from seeking to recover his reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

9. In consideration of the execution of this Stipulation by the Relator and the Relator's release as set forth in Paragraph 8 above, Nagan, including its subsidiaries, predecessors, and corporate successors and assigns, as well as its current and former officers, directors, employees, attorneys, and other agents, release the Relator and his successors, heirs, assigns, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Nagan has against the Relator related to or arising from the federal claims in the Relator Complaint.

10. Notwithstanding the releases given in Paragraph 6 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;

- c. except as explicitly stated in this Stipulation, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Stipulation; and
- f. any liability of individuals.

11. Nagan shall be in default of this Stipulation if Nagan fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if it fails to comply materially with any other term of this Stipulation (“Default”). The Government shall provide written notice to Nagan of any Default in the manner set forth in Paragraph 27 below. Nagan shall then have an opportunity to cure the Default within ten (10) calendar days from the date of delivery of the notice of Default. In the event that a Default is not fully cured within ten (10) calendar days of the delivery of the notice of Default (“Uncured Default”), interest shall accrue at the rate of 12% per annum compounded daily on the remaining unpaid principal balance of the Settlement Amount, beginning ten (10) calendar days after mailing of the notice of Default. In the event of an Uncured Default, Defendants shall agree to the entry of a consent judgment in favor of the United States against Defendant in the amount of the Settlement Amount, as attached hereto as Exhibit A. The United States may also, at its option, (a) rescind this Stipulation and reinstate the claims asserted against Nagan in the Government Complaint; (b) seek specific performance of this Stipulation; (c) offset the remaining unpaid balance of the Settlement Amount from any amounts due and owing Nagan by any department, agency, or agent of the United States; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. Nagan shall not contest any offset imposed or any

collection undertaken by the Government pursuant to this Paragraph, either administratively or in any Federal or State court. In addition, Nagan shall pay the Government all reasonable costs of collection and enforcement under this Paragraph, including attorneys' fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this Paragraph, Nagan shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that relate to the Covered Conduct.

12. The Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; the Relator agrees and confirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

13. Nagan waives and shall not assert any defenses Nagan may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action.

14. Nagan, having truthfully admitted to the conduct set forth in Paragraph 2 above (the "Admitted Conduct"), agrees that it shall not, through its attorneys, agents, officers, or employees, make any public statement, including but not limited to any statement in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a "Contradictory Statement"). Any Contradictory Statement by Nagan or its attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 11 above, or seek other appropriate relief from the Court.

Before pursuing any remedy, the Government shall notify Nagan that it has determined that Nagan has made a Contradictory Statement. Upon receiving such notice from the Government, Nagan may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Nagan learns of a potential Contradictory Statement by its attorneys, agents, officers, or employees, Defendant must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Nagan for the purpose of this Stipulation, or whether Nagan adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government.

15. Nagan represents and warrants that it has reviewed its financial situation, that it is currently not insolvent as such term is defined in 11 U.S.C. § 101(32), and that it reasonably believes it shall remain solvent following payment to the Government of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Stipulation, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Nagan, within the meaning of 11 U.S.C. § 547(c)(1); and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Nagan was or became indebted to on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

16. If within 91 days of the Effective Date of this Stipulation or any payment made under this Stipulation, Nagan commence any case, action, or other proceeding under any law

relating to bankruptcy, insolvency, reorganization, or relief of debtors, or a third party commences any case, action, or other proceeding under any law related to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Nagan's debts, or seeking to adjudicate Nagan as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Nagan or for all or part of Nagan's assets, Defendant agrees as follows:

- a. Nagan's obligations under this Stipulation may not be avoided pursuant to 11 U.S.C. § 547, and Nagan shall not argue or otherwise take the position in any such case, action, or proceeding that (i) Nagan's obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) Nagan is insolvent at the time this Stipulation was entered into; or (iii) the mutual promises, covenants, and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to Nagan.
- b. If any of Nagan's obligations under this Stipulation are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the Government, at its option, may rescind the release in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Nagan for the claims that would otherwise be covered by the release in Paragraph 6 above. Nagan agrees that (i) any such claim, action, or proceeding brought by the Government would not be subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first sentence of this Paragraph, and Nagan shall not argue or otherwise contend that the Government's claim,

action, or proceeding is subject to an automatic stay; (ii) Nagan shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claim, action, or proceeding that is brought by the Government within 60 calendar days of written notification to Nagan that the release has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on date the Relator Complaint was filed; and (iii) the Government has a valid claim against Nagan in the amount of the Settlement Amount and the Government may pursue its claim in the case, action, or proceeding described in the first sentence of this Paragraph, as well as in any other case, action, or proceeding.

- c. Nagan acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

17. Nagan agrees to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Nagan, including its present or former officers, directors, employees, and agents in connection with:
 - (1) the matters covered by this Stipulation;
 - (2) the United States' audit(s) and civil investigation(s) of matters covered by this Stipulation;
 - (3) Nagan's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in

connection with matters covered by this Stipulation (including attorneys' fees);

(4) the negotiation and performance of this Stipulation; and

(5) any payment Nagan makes to the United States pursuant to this Stipulation and any payment Nagan may makes to the Relator, including expenses, costs and attorneys' fees;

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Nagan, and Nagan shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Nagan shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by Nagan from the United States. Nagan agrees that the United States, at a minimum, shall be entitled to recoup from Nagan any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. Any payments due shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States, including the Department of Justice and/or the affected agencies, reserves its right to audit, examine, or re-examine Nagan's books and records and to disagree with any calculation submitted by

Nagan or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Nagan, or the effect of any such Unallowable Costs on the amounts of such payments.

- d. Nothing in this Stipulation shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Nagan's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

18. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude the Relator from seeking to recover his expenses or attorneys' fees and costs from Nagan, pursuant to 31 U.S.C. § 3730(d).

20. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

21. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

22. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties.

23. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.

24. This Stipulation is binding on Defendant's successor entities.

25. This Stipulation is binding on the Relator's successors, transferees, heirs, and assigns.

26. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

27. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Jeffrey K. Powell, Esq.
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2706
Email: Jeffrey.Powell@usdoj.gov

TO DEFENDANT:

Martin Gringer, Esq.
Jasmine Y. Patel, Esq.
Franklin, Gringer & Cohen, PC
666 Old Country Road
Garden City, NY 11530
Phone: 516-228-3131
Email: mgringer@franklingringer.com
jpatel@franklingringer.com

TO RELATOR:
Ross Brooks, Esq.
Inayat Hemani, Esq.
Deborah Marcuse, Esq.
Sanford Heisler Sharp, LLP
1350 Avenue of the Americas, 31st Floor
New York, NY 10019
Tel: 646-402-5650
E-mail: RBrooks@sanfordheisler.com
Ihemani@sanfordheisler.com
DMarcuse@sanfordheisler.com


28. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the “Effective Date”).

Agreed to by:

THE UNITED STATES OF AMERICA


Dated: July 30, 2019

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York

By: 

Jeffrey K. Powell
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637- 2706
Email: Jeffrey.Powell@usdoj.gov

Dated: July 25, 2019




Mark H. Watson, Jr.
U.S. Department of Labor
Wage and Hour Division
Regional Administrator

DEFENDANT

Dated: July 24, 2019

NAGAN CONSTRUCTION, INC.

By:

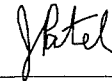


Nadir Uygan

President and Chief Executive Officer

FRANKLIN, GRINGER & COHEN, PC

By:



Martin Gringer, Esq.

Jasmine Y. Patel, Esq.

666 Old Country Road

Garden City, NY 11530

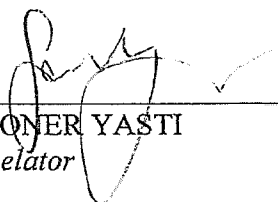
Phone: 516-228-3131

Email: mgringer@franklingringer.com


jpatel@franklingringer.com

RELATOR

Dated: July 29, 2019


By: 
SONER YASTI
Relator

Dated: July 29, 2019

By: 
SANFORD HEISLER SHARP, LLP
Ross Brooks, Esq.
Inayat Hemani, Esq.
Deborah Marcuse, Esq.
1350 Avenue of the Americas, 31ST Floor
New York, NY 10019
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E-mail: RBrooks@sanfordheisler.com
Ihemani@sanfordheisler.com
DMarcuse@sanfordheisler.com

Attorneys for Relator

SO ORDERED:



HON. ANALISA TORRES
UNITED STATES DISTRICT JUDGE

Dated: 7/31/19
New York, New York

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA and STATE OF
NEW YORK *ex rel.* SONER YASTI,

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UNITED STATES OF AMERICA,

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v.

NAGAN CONSTRUCTION, INC.,

Defendant.

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and defendant Nagan Construction, Inc., it is hereby

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$435,000 against Nagan Construction, Inc., as well as post-judgment interest at the rate of 12% per annum compounded daily.

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: July __, 2019

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York

By:

Jeffrey K. Powell
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637- 2706
Email: Jeffrey.Powell@usdoj.gov

Dated: July __, 2019

Mark H. Watson, Jr.
U.S. Department of Labor
Wage and Hour Division
Acting Assistant Administrator for
Office of Government Contracts

DEFENDANT

Dated: July____, 2019

NAGAN CONSTRUCTION, INC.

By: _____
Nadir Uygan
President and Chief Executive Officer

FRANKLIN, GRINGER & COHEN, PC

By: _____
Martin Gringer, Esq.
Jasmine Y. Patel, Esq.
666 Old Country Road
Garden City, NY 11530
Phone: 516-228-3131
Email: mgringer@franklingringer.com
jpatel@franklingringer.com

SO ORDERED:

HON. ANALISA TORRES
UNITED STATES DISTRICT JUDGE

Dated: _____, 2019
New York, New York