

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), executed this day of _____, 2012, by and among the following parties: CHARLES MAJOR, a citizen of the Commonwealth of Pennsylvania; MAJOR TOURS, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 1628 South 52nd Street, Philadelphia, Pennsylvania 19143; VICTORIA DANIELS, a citizen of the Commonwealth of Pennsylvania; M&M TOURS LLC, a limited liability corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 751 Cyprus Street, Lansdowne, Pennsylvania 19090 (collectively "Major Plaintiffs"); ESTATE of JAMES WRIGHT, (deceased), formerly a citizen of the Commonwealth of Pennsylvania; JW AUTO, INC. d/b/a OCEAN TOURS, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 280 South 62nd Street, Philadelphia, Pennsylvania 19139; GLEN RAGIN, SR., a citizen of the Commonwealth of Pennsylvania and co-proprietor of JAMM TOURS, having its principal place of business at 5459 West Diamond Street, Philadelphia, Pennsylvania 19131; ROBERT ALLEN, a citizen of the Commonwealth of Pennsylvania, and former sole shareholder of RAC Tours, LLC, a limited liability corporation

organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 1416 South 54nd Street, Philadelphia, Pennsylvania 19143; JAMES CARL REVELS, a citizen of the Commonwealth of Pennsylvania and formerly sole proprietor of CMT EXPRESS, having its principal place of business at 6971 Norwitch Drive, Philadelphia, Pennsylvania 19153 (all of the aforementioned parties being collectively referenced herein as "Plaintiffs"); and the New Jersey Motor Vehicle Commission ("NJMVC"), an instrumentality of the State of New Jersey.

WITNESSETH:

WHEREAS, Plaintiffs filed a complaint on June 15, 2005 and as amended in Major Tours, Inc. v. Calorel, Civil No. 05-3091 (the "Civil Action") (originally pleaded as Major Tours, Inc. v. Colorel) alleging various causes of action against NJMVC and other parties, including the New Jersey Department of Transportation ("NJDOT") and certain present and former NJDOT and NJMVC officials; and

WHEREAS, all claims asserted by Plaintiffs in the Civil Action against NJMVC, NJDOT and all other present and former NJDOT and NJMVC officials, except for those asserted against Vincent Schulze and Michael Calorel (the "Remaining State

Defendants") were dismissed with prejudice by Order dated June 22, 2010; and

WHEREAS, the Remaining State Defendants continue to deny all claims and allegations asserted against them in the Civil Action; and

WHEREAS, Plaintiffs are African-American persons and tour bus companies owned and operated by them; and

WHEREAS, NJMVC's Motor Carrier Safety Assistance Program ("MCSAP") inspection program is funded by grants from the Federal Motor Carrier Safety Administration ("FMCSA") which allow NJDOT to pass funds to NJMVC and the New Jersey State Police for North American Standard Inspections; and

WHEREAS, the FMCSA grants are conditioned upon NJMVC's adoption of and compliance with certain specified procedures and protocols, and may be withdrawn if NJMVC fails to observe and comply with these procedures and protocols; and

WHEREAS, New Jersey adopted laws and promulgated regulations in order to be in compliance with FMCSA regulations, requirements and guidance, including, without limitation, the Bus Safety Compliance Act, N.J.S.A. 48:4-2.1c, et seq. (the "Bus Safety Compliance Act"), and N.J.A.C. 16:53A-1.1, et seq. (herein collectively referenced as "New Jersey Statutes and Regulations"); and

WHEREAS, pursuant to the Bus Safety Compliance Act, NJMVC is responsible for performing safety inspections on commercial buses traveling within the State of New Jersey; and

WHEREAS, the Parties agree and acknowledge that the use in this MOU of the terms "continues to," "expand" or "supplement" to describe specific NJMVC policies, practices and procedures is not intended to convey that (A) Plaintiffs admit that NJMVC's policies, practices and procedures are lawful or that any particular policy, practice or procedure exists; or (B) NJMVC admits that the current or past policies, practices and procedures are unlawful in any respect or violate in any manner the rights of Plaintiffs or any other person or entity; and

WHEREAS, in consideration for Plaintiffs' agreement to settle the Civil Action, NJMVC has agreed to adopt this MOU in regards to its policies, practices and procedures as set forth herein in connection with its MCSAP-funded bus inspection program, subject to FMCSA approval.

NOW, THEREFORE, in reliance upon the above recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference as if fully set forth at length.

2. NJMVC agrees to the following, which has been reviewed by FMCSA.

A. Issuance of CVSA Decals

i. In accordance with CVSA procedures and existing NJMVC procedures and practice, the inspector can only issue a CVSA decal after the bus passes a North American Standard Level I inspection and/or Level V inspection in accordance with applicable published CVSA inspection procedures then in effect. These procedures may be found at <http://www.cvsa.org/programs/nas.php>, and a copy of that website, current as of August 10, 2012, is attached as Exhibit A. CVSA decals remain valid during the month of issuance plus two months. Commercial buses with CVSA decals are generally not subject to inspections and are subject to re-inspection only if a visible out of service ("OOS") defect is detected or the vehicle is required to have its periodic State inspection pursuant to the Bus Safety Compliance Act.

ii. NJMVC inspectors will continue to conduct a routine North American Standard Level I inspection on a commercial bus only if the inspection detail has a CVSA decal available at the time of inspection.

iii. In accordance with CVSA standards and existing NJMVC practice, NJMVC shall continue the practice of issuing a decal based only on the condition of the bus. Issues regarding driver compliance with applicable requirements shall continue to be addressed separately.

iv. NJMVC shall continue its existing practice of extending reciprocity for commercial buses that have a valid CVSA decal issued by another jurisdiction.

v. Nothing in this MOU shall be construed to restrict or limit in any way the ability of NJMVC inspectors to declare and mark out of service any bus, including one bearing a valid CVSA decal, which by reason of its mechanical condition or loading would likely cause an accident or a breakdown, consistent with 49 C.F.R. § 396.9 or for any other reason authorized by federal regulations.

B. North American Standard Inspection of Commercial Buses

i. During a North American Standard Inspection of a commercial bus, NJMVC shall continue its existing practice of having inspectors only use the tools for inspecting a commercial bus identified on the schedule attached as Exhibit B.

ii. NJMVC shall continue its existing after-sunset practice of providing generator-supplied site lighting for all North American Standard Level I inspections of commercial buses, and shall conduct under-the-bus inspections only if the equivalent of halogen flashlights or LED flashlights is available.

iii. NJMVC shall continue to select buses for inspection based on New Jersey Statutes and Regulations to the extent that they are compatible with FMCSA regulations, requirements and guidance. In doing so, if an NJMVC inspector selects a bus for inspection based upon either a visible defect or a rating that justifies the selection, the inspector shall explain the reason for the selection to the driver and/or operator of the vehicle, and shall continue to document the reason for selection in a written record. As part of a sequential selection, if a bus subjected to inspection has a federal score that would excuse it from inspection, the reasons for inspection of that bus shall also continue to be documented. If as part of sequential selection a bus that would be in sequence to be inspected is not inspected for any reason, the reason it was passed over shall also continue to be documented. Such

records shall continue to be maintained by NJMVC in the ordinary course of business.

iv. NJMVC currently photographs some violations found during North American Standard Inspections for training and documentation of OOS violations for use in municipal court. NJMVC agrees to continue and expand its current photography practice so that, upon request by a driver, NJMVC shall photograph each photographable OOS violation that results in a ticket and provide the driver (or the owner, if present) a copy of such photograph(s) immediately following the inspection. Whether an OOS violation is photographable shall be determined by NJMVC in its sole discretion. If the OOS violation is not photographable, the inspector shall record in writing the reason(s) why the violation was not photographed. This documentation shall be detailed to contain weather conditions and other information deemed by NJMVC in its sole discretion to be relevant, and retained in the ordinary course of business.

v. Notwithstanding NJMVC's practice as described in the preceding paragraph, this agreement shall not be construed as establishing an evidentiary requirement that photographs or reports prepared under this paragraph must

be offered and admitted into evidence in order to prove such violation in court.

vi. NJMVC shall continue and expand its existing North American Standard Inspection communication practices to provide the bus drivers with a copy of the inspection report, and shall expand the practices to include verbal communication about the condition of the bus as provided in paragraphs 2(B)(iii) and 2(B)(iv) of this MOU. Specifically, the driver of any bus selected for inspection shall be allowed to observe any violation(s) found by an inspector before the inspection is completed, provided that no driver will be allowed to go under a bus that is being inspected. NJMVC will show all drivers external violations and will explain any violations under the bus. In no event shall NJMVC be liable for any injury or medical complications sustained by a Plaintiff or Plaintiff's employees or agent, or of any bus driver while being informed of the findings of an inspection.

vii. NJMVC shall continue its existing policy and practice concerning post-inspection bus repairs under which, if the NJMVC inspector determines that a bus requires repairs before it may be operated, the inspector shall give either the driver and/or operator the option to

conduct reasonable repairs at the inspection site. New Jersey Statutes and Regulations require that certain repairs, including but not limited to brake adjustments (pursuant to 49 CFR Part 396.25(d) and (e), as adopted by the State of New Jersey), may only be performed by properly trained and authorized persons, and nothing in this provision shall require NJMVC to permit or sanction persons who do not meet the qualifications set forth in the FMCSA requirements, as adopted by the State of New Jersey, to complete those repairs. In no event shall NJMVC be liable for Plaintiffs, Plaintiffs' employees or agents, or any motor carrier performing repairs on-site without properly trained or authorized personnel. In addition, in implementing this policy, in no event shall NJMVC be required to have inspectors work overtime if the time required for repair would extend beyond the end of the inspectors' regular shift. The Parties acknowledge the potential civil and criminal implications of a motor carrier allowing a bus with OOS violations to operate without having first repaired the OOS violation, and for which liability remains with the motor carrier.

viii. NJMVC shall continue its existing practice concerning towing of buses when necessary, under which if

the NJMVC supervisory personnel on site determines, consistent with New Jersey Statutes and Regulations, that repairs cannot be performed at the inspection site and the bus has to be towed, the driver/owner/operator shall be able to choose a towing company. Any determination that a bus must be towed shall be documented and retained by NJMVC in the ordinary course of business.

ix. NJMVC will continue to perform North American Standard Level I inspections in Atlantic City on various days of the week and at various times of day. NJMVC will ensure that Atlantic City inspection details conducted on Friday night (after 6:00 p.m.) will be limited to a maximum of nine (9) Friday nights per calendar year. The number of Friday night inspection details conducted in Atlantic City in a calendar year shall not exceed the number of inspection details conducted in Atlantic City during that same calendar year at times other than Friday night. For example, if NJMVC performs inspections in Atlantic City on 9 Friday nights in calendar year 2013, it shall also perform inspections in Atlantic City on no fewer than 9 times on other than Friday nights.

C. Cultural and Racial Sensitivity Training

NJMVC shall continue to provide cultural and racial sensitivity and diversity training to its MCSAP-funded and certified inspectors, and supplement it with a cultural and racial sensitivity and diversity program developed by Opn.Wyd which Plaintiffs have reviewed. NJMVC shall continue to implement the program for a period of three (3) years from the date of this MOU, such that all current MCSAP-funded and certified inspectors are trained and any employees who become MCSAP-funded and certified inspectors during the term of this MOU shall receive the supplemental training. NJMVC agrees that the supplemental training will be a mandatory training for all MCSAP-funded and certified inspectors.

D. Complaint and Appeals Procedure

NJMVC shall better publicize the existing procedures by which bus drivers and companies may bring complaints related to the inspection process. The publicity shall include reference to hyperlinks of the United States Department of Transportation's and the New Jersey Division on Civil Rights and NJMVC's official websites, and a document to be provided to bus drivers at the conclusion of the inspection process. A copy of the form document to be provided to drivers is attached as Exhibit C.

3. Documentation and Reporting under this Agreement

A. NJMVC shall provide a copy of all forms and documents to be developed in accordance with the terms of this MOU within thirty (30) days of the filing of the Stipulation of Dismissal.

B. If any new forms or documents are developed in association with North American Standard Inspections by NJMVC within three (3) years after the execution of this MOU, NJMVC shall provide a copy of the form or document to Plaintiffs.

C. NJMVC shall provide quarterly data indicating the number of all North American Standard Level I inspections performed in Atlantic City including those performed on Fridays and the number of Friday details in an Excel database.

4. In no event shall NJMVC be liable to Plaintiffs, Plaintiffs' employees or agents or any bus company or driver, for the additional time required to complete the inspection due to the additional measures required by this MOU, or increased delays sustained while waiting for inspection of buses.

5. Nothing in this MOU shall be construed to exempt or prevent NJMVC from complying with New Jersey Statutes and Regulations, federal law, regulations, rule, executive order or

current or future mandatory requirements, however expressed, of the FMCSA ("Applicable Law"). If at any time NJMVC determines that a provision of this MOU conflicts with Applicable Law, NJMVC shall comply with Applicable Law, and any actions in compliance with Applicable Law shall not be considered a breach of this agreement. Upon NJMVC's determination that the MOU conflicts with Applicable Law, NJMVC shall notify Plaintiffs in writing and shall include a citation to or a copy of the Applicable Law and state how NJMVC shall execute its responsibilities under the Applicable Law.

6. The Parties agree that NJMVC's substantial compliance with a requirement in this MOU shall be deemed to satisfy that requirement. Isolated instances of non-compliance with one or any requirement shall not be considered a breach of the MOU.

7. This MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter specified herein. No modification of this MOU shall be valid and binding unless contained in a written document executed by all Parties.

8. The Parties acknowledge and agree that this MOU has been negotiated and executed in connection with a compromise of disputed claims, and is not and shall not be construed as an admission or concession by any Party either as to any liability

or wrongdoing or as to the merits of any claim or defense asserted.

9. This MOU and all negotiations, statements and proceedings in connection therewith shall not in any event be construed as, or deemed to be evidence of, an admission or concession of any fact, liability or wrongdoing by them, or any of them, and shall not be offered or received in evidence in any action or proceeding, or used in any way as an admission, concession or evidence of any fact, liability or wrongdoing of any nature on the part of any Party.

10. Notwithstanding the foregoing, nothing herein shall prohibit the introduction into evidence of this MOU in any action to enforce or defend against the enforcement of this MOU or any term or provision of this MOU.

11. In the event that any provision of this MOU is adjudged by a court or administrative tribunal of competent jurisdiction to be invalid and/or unenforceable, such provision shall be deemed to be severable, and the remaining provisions will continue in full force and effect.

12. This MOU shall be governed by, subject to, and interpreted in accordance with the laws of the State of New Jersey, including, without limitation, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. Any

litigation arising from this MOU shall be instituted in the courts situated in the State of New Jersey.

13. This MOU shall be effective on the date it is fully executed by all parties and remain in effect for three years.

14. The covenants and agreements set forth in this MOU are intended for the sole benefit of the undersigned Parties, who expressly agree and acknowledge that nothing herein is intended to create an enforceable right for the benefit of any third party not a signatory to this MOU.

15. In the case of a claimed breach of any of the covenants of this MOU by NJMVC, counsel for the Plaintiff or Plaintiffs claiming breach shall promptly notify counsel for NJMVC in writing. The involved Parties shall then submit to non-binding informal dispute resolution and shall meet within fifteen (15) days. The involved Parties shall endeavor in good faith to resolve their differences within thirty (30) days after meeting, or may mutually agree to extend the time for resolution. The involved Parties' agreement to engage in such informal dispute resolution efforts shall not toll or waive their respective rights and obligations under the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., which governs all claims by Plaintiffs against NJMVC under this MOU.

16. All written notices required to be provided under this MOU shall be addressed and delivered to the following persons:

For NJMVC:

Emily H. Armstrong, Legal Specialist
New Jersey Motor Vehicle Commission
225 East State Street
PO Box 162
Trenton, NJ 08666
609-777-1407

Nonee Lee Wagner, Deputy Attorney General
Department of Law and Public Safety
Division of Law
25 Market Street
PO Box 114
Trenton, NJ 08625
609-292-5936

For Plaintiffs:

Yvette C. Sterling, Esq.
Barbara Ransom, Esq.
Sterling Law Firm
400 High Street, Suite A
Burlington City, NJ 08016
609-526-2333

17. This MOU may be executed in one or more counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized officers on the day and year first above written.

WITNESS:

Barbara Janssen

Charles Major
Charles Major

ATTEST:

Barbara Janssen

MAJOR TOURS, INC.

By: Charles Major
Charles Major, President

WITNESS:

Barbara Janssen

Victoria Daniels
Victoria Daniels

ATTEST:

Barbara Janssen

M&M TOURS, INC.

By: Victoria Daniels
Victoria Daniels, President

WITNESS:

ESTATE OF JAMES WRIGHT

By: _____

Evelyn G. Wright
Executrix

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized officers on the day and year first above written.

WITNESS:

Charles Major

ATTEST:

MAJOR TOURS, INC.

By: _____
Charles Major, President

WITNESS:

Victoria Daniels

ATTEST:

M&M TOURS, INC.

By: _____
Victoria Daniels, President

WITNESS:

Jocelyn D. Wright

ESTATE OF JAMES WRIGHT

By: *Evelyn G. Wright*
Evelyn G. Wright
Executrix

ATTEST:

JW AUTO, INC. d/b/a
OCEAN TOURS

Joseph D. Snygt

By: Evelyn G. Wright
Evelyn G. Wright
Executrix

WITNESS:

Glenn Ragin, Sr.
Individually and on
Behalf of Jamm Tours

WITNESS:

Robert Allen

WITNESS:

James Carl Revels
Individually and on
Behalf of CMT Express

ATTEST:

NEW JERSEY MOTOR VEHICLE
COMMISSION

By: _____
Raymond P. Martinez
Chief Administrator

Approved as to Form

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Nonee Lee Wagner
Deputy Attorney General

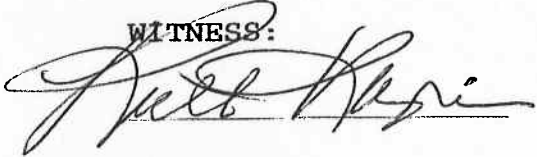
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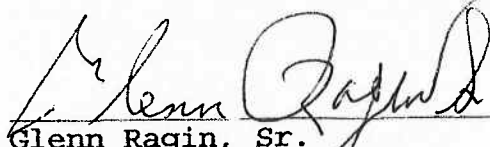
JW AUTO, INC. d/b/a
OCEAN TOURS

By:

Evelyn G. Wright
Executrix

WITNESS:




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Individually and on
Behalf of Jamm Tours

WITNESS:

Robert Allen

WITNESS:

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Taylor Binliff Green

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Robert Allen

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Individually and on
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WITNESS:

Robert Allen

WITNESS:

Mama J. Revels

James Carl Revels
James Carl Revels
Individually and on
Behalf of CMT Express

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NEW JERSEY MOTOR VEHICLE
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By:

R. P. Martinez
Raymond P. Martinez
Chief Administrator

Approved as to Form

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By:

Nonee Lee Wagner
Nonee Lee Wagner
Deputy Attorney General

EXHIBIT A



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6303 Ivy Lane, Suite 310, Greenbelt, MD 20770-6319 | Main Phone: 301-630-6143 | Fax: 301-330-0144

North American Standard Inspection Program

Approximately four-million commercial motor vehicle inspections are conducted every year throughout North America to ensure trucks and buses driving on the highways are operating safely. Specially-trained inspectors in each state, jurisdiction and province inspect vehicles based on criteria created by CVSA. There are several levels of inspections ranging from the most comprehensive Level I inspection that evaluates both the driver and vehicle, to ones with a more specific area of focus (such as hazardous or radioactive materials).



The NAS Level I Inspection

The NAS inspection examines all of the following: driver's license, medical examiner's certificate and waiver, alcohol and drugs (if applicable), driver's record of duty status (as required), hours of service, seat belt, vehicle inspection report, as well as the brake system, coupling devices, exhaust system, frame, fuel system, turn signals, brake lamps, tail lamps, head lamps, lamps on projecting loads, safe loading, steering mechanism, suspension, tires, van and open-top trailer bodies, wheels and rims, windshield wipers, emergency exits on buses and HM requirements, as applicable.

The North American Standard Level I and Level V are the only inspections that may result in issuance of a CVSA decal. To qualify for a CVSA decal, a vehicle must not have any violations of the items contained in this operational policy and *North American Standard Out-of-Service Criteria*.

Inspections must be performed by and CVSA decals affixed by North American Standard Level I and/or Level V certified inspectors. The term "certified" as used in this section means the government employee performing inspections and/or affixing CVSA decals must have first successfully completed a training program approved by the Alliance. CVSA decals, when affixed, shall remain valid for a period not to exceed three consecutive months. Vehicles displaying

a valid CVSA decal generally will not be subject to re-inspection.

However, nothing shall prevent re-inspection of a vehicle or combination of vehicles bearing valid CVSA decals, under the conditions specified in the section titled, "Re-Inspection."

Vehicle Re-Inspections

Each vehicle (motorcoach, school bus, other bus, truck, truck tractor, semi-trailer, trailer, etc.) used singularly or in combination may qualify for a CVSA decal if it passes inspection, and a CVSA decal shall be applied. "Pass Inspection" means that during a North American Standard Level I or Level V inspection no defects are found of the following critical vehicle inspection items: brake system; coupling devices; exhaust system; frame; fuel system; turn signals; brake lamps; tail lamps; head lamps; lamps on projecting loads; safe loading; steering mechanism; suspension; tires; van and open-top trailer bodies; wheels and rims; windshield wipers and emergency exits for buses. For the purpose of a CVSA decal issuance, if no violation is detected during a North American Standard Level I or Level V inspection due to a hidden part of the listed critical vehicle inspection items, CVSA decal shall be applied. An

inspector can still apply a CVSA decal even though his/her state does not allow for the inspection of gaseous fuel systems.

The CVSA decal criteria apply only to the condition of the vehicle, not the driver. It is possible for a driver to be out-of-service and still have vehicle(s) qualify for a CVSA decal.

Vehicle Re-Inspection

For the purposes of uniformity in the application of this section and maximum maintenance of the reciprocity standard, re-inspection of a vehicle bearing a current and valid CVSA decal is contemplated under the following circumstances:

- A North American Commercial Vehicle Critical Safety Item or *North American Standard Out-of-Service Criteria* violation is detected.
- When a Level IV (Special Inspection) exercise is involved.
- When a statistically based random inspection technique is being employed to validate an individual jurisdiction or regional North American Standard Out-of-Service percentage, or
- When re-inspections are conducted to maintain CVSA inspection quality assurance.

CVSA Decals on Cargo Tanks

When a U.S. DOT/Transport Canada specification cargo tank inspection is completed in conjunction with North American Standard Level I and/or Level V inspection CVSA decals shall not be issued to U.S. DOT/Transport Canada specification cargo tank vehicles found to have violations of the following:

- Retest Requirements
- Cargo Tank Authorization (Does not include specification shortages)

- ◆ Program Overview
- ◆ CVSA Decals
- ◆ Inspection Bulletins
- ◆ Inspection Levels
- ◆ Inspection Procedures
- ◆ Inspection Program Brochure
- ◆ Uniform Weighing Procedure

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- Emergency Flow Control
- Piping and Protection
- Overtum Protection
- Venting



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Location of CVSA Decals

The location for affixing a CVSA decal on trailing units (i.e. trailers, full trailers, semi-trailers, converter dollies, etc.) shall be on the lower right corner as near the front as possible.

The location for a CVSA decal on a cargo tank semi-trailer shall be at eye-level near the right front of the cargo tank and on the lower right corner of the exterior surface of the passenger's windshield of a straight truck.

The location for a CVSA decal on passenger vehicles shall be on the glass portion (window) of the passenger door as close to inspector's eye-level as possible.

Any expired CVSA decal shall be removed before a new CVSA decal is affixed.

Application of CVSA Decals

The quarter in which an inspection is performed is indicated by the color of the decal issued.

Inspection Period Color Designation

January, February, March	Green
April, May, June	Yellow
July, August, September	Orange
October, November, December	White

The year of issuance shall be indicated by using the last number of the calendar year (i.e. 2011 shall be indicated by the number "1") and shall be printed at the top portion of the sticker as shown above, with the CVSA trademark printed directly below.

CVSA decals affixed on the first month of a new calendar quarter must have both upper corners removed. Those issued during the second month of the same quarter must have the upper right corner removed. No corners are removed from those CVSA decals issued during the last month of a calendar quarter.

CVSA decals, affixed, will remain valid for the month of issuance plus two months. For example, a CVSA decal issued on July 28 will expire September 30.

In general, vehicles displaying a valid CVSA decal are not subject to re-inspection. However, if an obvious defect is noticed on a vehicle with a current CVSA decal, nothing prevents a party from re-inspecting that vehicle.

Should re-inspection of a vehicle displaying a valid CVSA decal disclose vehicle maintenance inconsistent with the minimum inspection criteria, the CVSA decal must be removed. However, if the defects found are repaired at the scene, the CVSA decal does not have to be removed. In those instances where a complete re-inspection is performed and defects were absent or corrected at the scene, a new CVSA decal should be applied.

If you have additional questions, please contact us at cvsahq@cvsa.org.

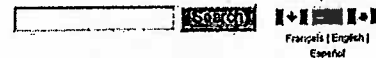


EXHIBIT B

Inspector equipment MCSAP	
Uniform shirt badge pants hat boots jacket....	To be recognized as inspection team
Coveralls / gloves	To keep uniform clean while under bus / warmth in winter.
Stinger flashlight	For inspection under vehicle
Tape ruler / measure	To measure brake throws / cracks in brake linings, structural frame cracks and suspension cracks.
Note pad / pen	To take notes during inspection to later transfer onto inspection report.

Vehicle Equipment	
Computer: Toughbook and aircard w/ USDOT Field Systems Group (FSG) software.	To create inspection report and transfer to Safer federal data base after completion.
Printer	To print out inspection report for driver to sign
Chamber mate	To measure & verify brake chamber size

Tools / equipment present during MCSAP inspection:

Set of vehicle ramps (8)	To obtain enough space under vehicle for an inspector.
Wheel chocks (4)	to chock the wheels while under the veh.
Chamber mate (2)	To verify the size of the brake chamber .
Signs and sign bases (2 each)	To set up the inspection site safety area.
Vehicle scales (2)	To weigh 1 axle at a time
Lug wrench / cross large	To check lug nuts for looseness (Lugs should be torqued to spec and not normally capable of being moved by hand wrench)
Dzus Key / Screwdriver	To open access panels and check frame / exhaust integrity if rust and corrosion is present.

Tools / equipment available to inspectors during MCSAP inspection:

Floor jack	To check steering & suspension componets.
Creepers (2)	To allow easy mobility while under vehicles.
Safety cones (30)	To set up the inspection site safety area.
Basic hand tools	"Sears" 102 piece tool set to aid inspection or repair State equipment.
Stinger flashlights (3)	To use illuminate under bus for insp.
Portable flood lights	To set up and illuminate the inspection site safety area.
Desk and chair	To prepare inspection reports.
Computer Toughbook	To prepare inspection reports.
Printer / copier	To print inspection reports.
Tall cabinet	Supplies
Floor cabinet / wall cabinet	Supplies
Filing cabinet	Supplies
Interior Vehicle Lighting	-self explanatory
Flood lights perminately mounted outside on truck side-body.	To set up the inspection site safety.
Strobe lights 4 corners on truck	To set up the inspection site safety.
Heater / a/c	-self explanatory
Generator	To power all lighting equipment.
Fire ext - eye wash	General safety.
Jump start box	To jump start truck / vans and buses (when necessary)
Awning on side of truck	For some relief from sun / rain.
Dry erase board	For detail assignments for the day.

EXHIBIT C

[MVC LETTERHEAD]

Today's vehicle and driver safety inspection of your charter bus was a North American Standard Inspection conducted by the New Jersey Motor Vehicle Commission under the federal government's Motor Carrier Safety Assistance Program.

You may request that the inspector photograph each photographable Out of Service violation that results in a ticket and provide you with a copy of any such photograph immediately following the inspection.

Any complaint related to the inspection process may be filed with:

STATE OF NEW JERSEY

Motor Vehicle Commission Customer Advocacy Office P.O. Box 403 Trenton, NJ 08666-0403	Department of Law & Public Safety Office of the Attorney General Division on Civil Rights http://www.nj.gov/oag/dcr/filing.html
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UNITED STATES OF AMERICA

U.S. Department of Transportation Federal Motor Carrier Safety Administration Office of Civil Rights 1200 New Jersey Avenue, SE MC-CC, 6th Floor Washington, DC 20590 National Consumer Complaint Database http://nccdb.fmcsa.dot.gov	U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section - NWB 950 Pennsylvania Avenue, NW Washington, DC 20530 http://www.justice.gov/crt/about/cor/2011_FC_S_Complaint_Consent_English.pdf
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