

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MAJOR TOURS, INC. et al.,)
)
 Plaintiffs,)
)
 v.)
)
MICHAEL CALOREL et al.,)
)
 Defendants.)

Civil Action No.
1:05-cv-03091-JBS-JS

SETTLEMENT AGREEMENT INCLUDING MUTUAL RELEASES

This agreement, 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 Delaware, having
its principal place of business at 751 Cyprus Street, Lansdowne,
Pennsylvania 19090 (collectively "Major Plaintiffs"); the Estate
of JAMES WRIGHT (deceased), a former 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 54th 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 Dr., Philadelphia, Pennsylvania 19153 (all of the aforementioned parties being collectively referenced herein as "Plaintiffs"); VINCENT SCHULZE, a citizen of the State of New Jersey and, until 2008, Chief of the Commercial Bus Inspection Unit ("CBIU"), an agency within the New Jersey Department of Transportation ("NJDOT") until July 2003, at which time the CBIU was transferred to the New Jersey Motor Vehicles Commission ("NJMVC"); MICHAEL CALOREL, a citizen of the State of New Jersey and Principal Investigator for the CBIU (Schulze and Calorel being collectively referenced herein as "State Defendants"); and JAMES RESTUCCIO, a citizen of the State of New Jersey and sole proprietor of JIMMY'S LAKESIDE GARAGE, having its principal

place of business at 821 White Horse Pike, Hammonton, New Jersey 08037 (hereinafter, "Garage Defendants"). These persons shall be known collectively as "The Parties".

WHEREAS, Plaintiffs are African-American persons and tour bus companies owned and operated by them, and engaged in the business of conducting commercial bus tours between Philadelphia, Pennsylvania, and casinos in Atlantic City, New Jersey; and

WHEREAS, State Defendants were employed by the CBIU and were involved in the inspection of commercial buses within the State of New Jersey, including buses traveling into Atlantic City; and

WHEREAS, Garage Defendants were engaged in the automobile and bus repair business; and

WHEREAS, on June 15, 2005 and as amended, Plaintiffs instituted a civil action in the United States District Court for the District of New Jersey against State Defendants, Garage Defendants and the following other persons and legal entities: NJDOT; NJMVC; Kris Kolluri, former Commissioner, NJDOT; John F. Lettiere, former Commissioner, NJDOT; Sharon Harrington, former Chief Administrator, NJMVC; and Diane Legriede, former Chief Administrator, NJMVC (hereinafter collectively referenced as "Additional State Defendants"), under the caption Major Tours,

Inc. v. Colorel, Civil No. 05-3091 (the "Civil Action") (later referenced as Major Tours, Inc. v. Calorel); and

WHEREAS, Plaintiffs' claims against Additional State Defendants were dismissed with prejudice upon motion by interlocutory Order of the Court dated June 22, 2010; and

WHEREAS, Plaintiffs generally alleged that they have been subject to unlawful racial discrimination by State Defendants and Garage Defendants, which State Defendants and Garage Defendants deny; and

WHEREAS, the following causes of action alleged by Plaintiffs remain against State Defendants: (1) deprivation of civil rights (equal protection) under 42 U.S.C.A. § 1983; (2) conspiracy to deprive Plaintiffs of their civil rights under 42 U.S.C.A. § 1985(3); (3) violation of the New Jersey Civil Rights Act ("NJCRA"), N.J.S.A. 10:6-2(c)(e); and (4) Civil Conspiracy, to which State Defendants deny every claim; and

WHEREAS, the following causes of action remain against Garage Defendants: (1) deprivation of civil rights under 42 U.S.C.A. § 1981 (false impoundment of Major Tours owned and M&M Tours operated Bus 203); (2) Conversion; (3) deprivation of civil rights (equal protection) under 42 U.S.C.A. § 1983; (4) conspiracy to deprive Plaintiffs of their civil rights under 42 U.S.C.A. § 1985(3); (5) civil Conspiracy; and (6) violation of

NJCRA, N.J.S.A. 10:6-2(c)(e), to which Garage Defendants deny every claim; and

WHEREAS, Major Plaintiffs claim on or about December 10, 2003, a bus designated as Bus 203, owned by Plaintiff Major Tours, Inc., and operated by Plaintiff M&M Tours LLC, was cited by State Defendants for out-of-service violations, impounded for outstanding warrants without any legal authority to tow or impound a bus for outstanding warrants, and transported to the storage facility operated by Garage Defendants in Hammonton, New Jersey, and State Defendants and Garage Defendants deny all allegations; and

WHEREAS, Garage Defendants have filed a counterclaim for storage fees and costs against Major Plaintiffs, and Major Plaintiffs, having never contracted with Garage Defendants for towing or storage, deny any obligations for storage fees and towing costs. Consistently, the Court in its June 9, 2011 Order (Dkt. # 423) held Garage Defendants have failed to present any legal authority pursuant to which Garage Defendants had a right to hold Bus 203 after Plaintiffs sought release of Bus 203 on December 30, 2003 and offered full payment of the \$1,965.00 requested - but refused - by Garage Defendants; and

WHEREAS, State Defendants and Garage Defendants have asserted crossclaims against one another for indemnity and contribution; and

WHEREAS, pursuant to an Order entered in the Civil Action on February 24, 2006, with the consent of all parties, Plaintiffs Charles Major and Major Tours, Inc., agreed not to sell Bus 203, except by Court order or written agreement of the parties, and further agreed to deposit into Court, in an interest-bearing account, all proceeds received from any sale of Bus 203; and

WHEREAS, Garage Defendants then released Bus 203 to Plaintiff Charles Major; and

WHEREAS, Plaintiff Charles Major, then sold Bus 203 contrary to the terms of the February 24, 2006 Order and was sanctioned by the Court's March 30, 2006 Order to pay Garage Defendants' attorney fees and costs relating to the security agreement and order and enforcement thereof in the amount of \$7,673.63 and further sanctioned Major Plaintiffs by being precluded to assert any claim for improper care of Bus 203 while it was held in storage by Garage Defendants; and

WHEREAS, on March 10, 2006, Plaintiffs Charles Major and Major Tours, Inc., deposited into Court the sum of \$25,000.00, representing proceeds from the sale of Bus 203, which remains on deposit along with the accrued interest with the Court; and

WHEREAS, in full and final resolution of all claims, counterclaims and crossclaims asserted or which could have been asserted in the Civil Action, The Parties agree to settle

without any admission of liability or concerning remaining claims asserted or which could have been asserted; and

WHEREAS, The Parties now desire to reduce that agreement to writing;

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. In full and final settlement of all claims, counterclaims and crossclaims asserted or which could have been asserted in the Civil Action, the undersigned hereby agree as follows:

A. State Defendants shall deposit into the registry of the Court the sum of ONE MILLION and 00/100 DOLLARS (\$1,000,000.00), which may be deposited in two (2) checks.

B. The Court shall distribute the \$1,000,000.00 deposited by State Defendants per subparagraph 2(A) as follows: (1) NINE HUNDRED SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$975,000.00) to Plaintiffs collectively by check made out to Plaintiffs and Sterling Law Firm Trust Account at 400 High Street, Suite A, Burlington City, NJ 08016; and (2) TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00) to

Garage Defendants c/o William Pollinger P.A. Trust Account
at 302 Union Street Hackensack, NJ 07601.

C. The \$25,000.00 representing proceeds from the sale of Bus 203 shall be released from escrow and distributed to Plaintiff Charles Major.

D. The payments referenced in subparagraphs 2(A) through 2(C) above are intended and shall be regarded as being made in settlement and compromise of all disputed claims, inclusive of claims for attorneys' fees, costs and interest, and shall not be construed as an admission of liability by Plaintiffs, State Defendants, Garage Defendants, the State of New Jersey, NJDOT or NJMVC as to any claims, counterclaims or crossclaims asserted in the Civil Action by any party against any other party or former party thereto.

3. In consideration of the settlement described herein, NJMVC and Plaintiffs have agreed to enter into a written "Memorandum of Understanding."

4. In consideration of the settlement terms described in paragraphs 2 and 3 hereof, Plaintiffs, individually and collectively for themselves, their heirs, successors and assigns, completely release, remise and forever discharge State Defendants, Garage Defendants, Additional State Defendants and their respective heirs, successors and assigns, from any and all

known claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, asserted or which could have been asserted in the Civil Action.

5. In consideration of the settlement terms described in paragraph 2(B) hereof, State Defendants, for themselves, their heirs, successors and assigns, completely release, remise and forever discharge Garage Defendants and their respective heirs, successors and assigns, from any and all known claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, asserted or which could have been asserted in the Civil Action.

6. In consideration of the settlement terms described in paragraph 2(B) hereof, Garage Defendants, for themselves, their heirs, successors and assigns, completely release, remise and forever discharge Plaintiffs, State Defendants and Additional State Defendants and their respective heirs, successors and assigns, from any and all known claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, asserted or which could have been asserted in the Civil Action.

7. Upon payment of the sums described in paragraph 2 above, counsel for The Parties shall sign and file an appropriate stipulation, dismissing with prejudice all claims

asserted against one another in the Civil Action, in the form attached hereto as Exhibit A.

8. Except as expressly provided in paragraphs 4 and 6 of this Agreement with regard to the release of claims against Additional State Defendants, The Parties do not intend, by any provision hereof, to create any third party beneficiaries nor to confer any benefit upon or enforceable rights hereunder or otherwise upon anyone other than The Parties.

9. This Agreement constitutes the entire agreement among The Parties with respect to the matters contemplated hereunder.

10. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of New Jersey.

11. Each person executing this Agreement for a party expressly represents and warrants to all other parties that he/she has full authority to fully bind that party.

12. Each party acknowledges that it executed this Agreement following a full and fair opportunity to seek the advice of its counsel of record.

13. This Agreement may be executed in as many counterparts as The Parties in their discretion may elect.

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

WITNESS:

Taylor Bintliff Green

Charles Major
Charles Major

ATTEST:

MAJOR TOURS, INC.

Taylor Bintliff Green

By: Charles Major
Charles Major, President

WITNESS:

Taylor Bintliff Green

Victoria Daniels
Victoria Daniels

ATTEST:

M&M TOURS, INC.

Taylor Bintliff Green

By: Victoria Daniels
Victoria Daniels, President

WITNESS:

ESTATE OF JAMES WRIGHT

By: _____
Evelyn G. Wright
Executrix

ATTEST:

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

By: _____
Evelyn G. Wright
Executrix

IN WITNESS WHEREOF, The Parties have executed this Agreement 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:

ESTATE OF JAMES WRIGHT

Jacelyn D. Wright

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

ATTEST:

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

Jacelyn D. Wright

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

WITNESS:

[Handwritten signature]

[Handwritten signature]

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

WITNESS:

Robert Allen

WITNESS:

James Carl Revels
Individually and on
Behalf of CMT Express

WITNESS:

Vincent Schulze

WITNESS:

Michael Calorel

WITNESS:

James Restuccio
Individually and on behalf
of Jimmy's Lakeside Garage

Approved as to form
JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By:

Nonee Lee Wagner
Deputy Attorney General

WITNESS:

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Individually and on
Behalf of Jamm Tours

WITNESS:

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WITNESS:

Marvin J. Revels

James Carl Revels
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WITNESS:

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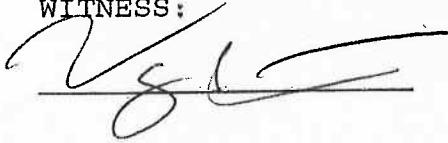
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Robert Allen

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James Carl Revels
Individually and on
Behalf of CMT Express

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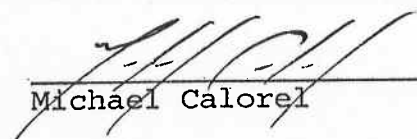




Vincent Schulze

WITNESS:





Michael Calorel

WITNESS:

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WITNESS:

Michael Calorel

WITNESS:

Patricia Deininger
Patricia Deininger

James Restuccio

James Restuccio
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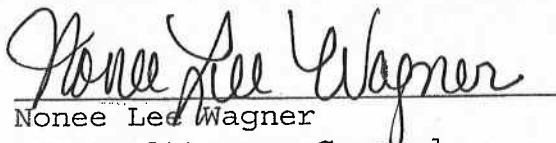
Michael Calorel

WITNESS:

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of Jimmy's Lakeside Garage

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ATTORNEY GENERAL OF NEW JERSEY

By:



Nonnee Lee Wagner
Deputy Attorney General

EXHIBIT A

UNITED STATES DISTRICT COURT
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 Plaintiffs,)
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 v.) CASE NO: 1:05-cv-03091-JBS-JS
)
 MICHAEL CALOREL et al.,)
)
 Defendants.)

STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), plaintiffs and defendants stipulate, through their undersigned counsel, to dismiss with prejudice all claims asserted against one another in this action, each party to bear its own costs and fees.

Dated: _____, 2012

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____

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Attorneys for Plaintiffs

Attorney for Defendants Jimmy's
Lakeside Garage and James Restuccio

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UNITED STATES DISTRICT COURT
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MAJOR TOURS, INC. et al.,)
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