

ROBERT ASARO-ANGELO, Commissioner
of the New Jersey Department of Labor and
Workforce Development,

Plaintiff,

v.

JERSEY TRACTOR TRAILER TRAINING,
INC.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY

Docket No. BER-L-005236-24

CIVIL ACTION

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is hereby entered into between the New Jersey Department of Labor and Workforce Development (“NJDOLE”), Jersey Tractor Trailer Training, Inc. (“JTIT”), and JTIT President William B. Oliver (collectively, the “Parties”), in which all Parties agree to be bound by the following terms and conditions:

WHEREAS, NJDOLE administers and enforces, among other laws, the New Jersey Wage and Hour Law (WHL), N.J.S.A. 34:11-56a to -56a41, Wage Payment Law (WPL), N.J.S.A. 34:11-4.1 to -4.15, Earned Sick Leave Law (ESLL), N.J.S.A. 34:11D-1 to -13, Unemployment Compensation Law (UCL), N.J.S.A. 43:21-1 to -24.4, Temporary Disability Benefits Law (TDBL), N.J.S.A. 43:21-25 to -66, Employment and Workforce Development Act (EWDA), N.J.S.A. 34:15D-1 to -34, and all respective implementing regulations (collectively herein, the “New Jersey Employment Laws”);

WHEREAS, JTIT provides Commercial Driver License (“CDL”) course instruction in the State of New Jersey and is headquartered in Hasbrouck Heights, New Jersey;

WHEREAS, William B. Oliver is the sole shareholder and officer of JTIT;

WHEREAS, JTIT engages and remunerates certain individuals (herein referred to as “Instructors”) to provide CDL course instruction on JTIT’s behalf;

WHEREAS, NJDOLE commenced an investigation of JTIT in 2022 concerning JTIT’s compliance with New Jersey Employment Laws;

WHEREAS, NJDOLE determined that JTIT misclassified the Instructors as independent contractors when, in fact, the Instructors were employees under New Jersey Employment Laws. As such, NJDOLE filed a Complaint (the Complaint) against JTIT in the Superior Court of New Jersey, Bergen County, Law Division, on September 10, 2024 asserting violations of New Jersey Employment Laws and JTIT filed an answer contesting the claims in the Complaint; and

WHEREAS, the Parties individually and collectively acknowledge the existence of good and valuable consideration for this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. **Settlement Amount.** JTTT's total gross settlement obligation shall be \$345,000 to resolve the claims against JTTT, and any individual owner, shareholder, officer, or director of JTTT, that NJDOL may have, from January 1, 2018 through the Effective Date of this Agreement. NJDOL agrees to withdraw its Superior Court Complaint against JTTT, with prejudice, upon JTTT's performance under this Agreement.
2. **Suspended Penalties.** \$80,000 of the Settlement Amount shall be suspended upon satisfaction of the obligations set forth in this Agreement. This sum represents penalties that, if not suspended, shall become due to NJDOL in accordance with Paragraph 4(b).
3. **Effective Date.** The Effective Date shall be the date that this Agreement is fully executed by all Parties.
4. **Payment Terms.** The Settlement Amount shall be distributed and recorded as follows:
 - a. ***Distribution of Payment to the Instructors.*** JTTT shall pay a total of **\$137,160.83** pro rated to eligible Instructors based upon their individual earnings as set forth in **Appendix A** by **November 30, 2025**. Said payments shall be made to the instructors identified in **Appendix A**, subject to N.J.S.A. 34:11-4.5, in the amounts set forth therein. Said payments shall be subject to all state and federal withholding with the "net" amount paid to each eligible instructor and the withholding amount paid to the appropriate state or federal agency. JTTT shall issue to each respective Instructor the amount identified in Appendix A, less all required deductions in accord with state and federal regulations.
 - i. ***Enclosures.*** Payment to each Instructor, if made by check, shall be enclosed in an envelope that shall **only contain**: (a) the check, (b) a copy of this Agreement, without Appendices, and (c) a cover letter referenced and incorporated herein as **Appendix B** to this Agreement.
 - ii. ***Method of Delivery.*** JTTT shall make at least two attempts to issue settlement payments to each eligible Instructor by (1) certified mail, return receipt requested, or (2) hand delivery.
 1. ***Certified Mail.*** If using certified mail, the first attempt shall be made to the respective Instructor's last known address. If such certified mail is returned undeliverable, JTTT shall make a second attempt by attempting to determine the respective Instructor's mailing address by, including, but not limited to, calling the Instructor at all phone numbers available to JTTT and emailing the Instructor at all known email addresses. If JTTT is able to identify an address for the Instructor, it shall make a second attempt to deliver payment to the Instructor by certified mail, return receipt requested.

2. **Hand Delivery.** If using hand delivery, the time, place, and recipient of each hand delivery shall be recorded in the Claims Ledger in accordance with Paragraph 4(d).

b. **Distribution of Payment to NJDOL.** JTTT shall make 4 payments of \$31,959.79 totaling \$127,839.17 to NJDOL in full satisfaction of all penalties, fees, and costs (excluding suspended penalties) due pursuant to this Agreement. Said payments shall cover all William B. Oliver's and JTTT's liabilities to the NJDOL in connection with the claims alleged in the Complaint for the period from January 1, 2018 to the Effective Date.

i. The schedule for said Payments of \$31,959.79 is as follows:

On or prior to: 1) **February 15, 2026; 2) June 12, 2026; 3) October 7, 2026; 4) February 1, 2027.** Any and all payments due to NJDOL under this Agreement shall be issued by check made payable to "Commissioner, New Jersey Department of Labor and Workforce Development" and delivered to Deputy Assistant Commissioner David Biglin, Division of Wage and Hour Compliance, P.O. Box 389, Trenton, New Jersey 08625-0389.

c. **Interest.** In addition to the above amounts, interest on all monies due shall accrue beginning November 30, 2025 at the rate of 0.45% for each month or partial month that occurs before payment is made to an Instructor or to NJDOL. For example, if payment to Instructors is made on November 30, 2025, as required by Paragraph 4(a), no interest will accrue on such payment. Whereas, if the initial payment of \$31,959.79 to NJDOL occurs on February 15, 2026, as required by Paragraph 4(b), JTTT will owe and pay the interest so described on such payment, in addition to the payments described above.

d. **Records and Reporting.** JTTT shall maintain a Claims Ledger, that documents: (a) each Instructor's contact information and all contact attempts made in accordance with Paragraph 4(a)(ii); (b) certified mail return receipts and records of hand delivery or direct deposit, for each Instructor; and (c) the payment made to and cashed by each Instructor. Within 120 days after payment to the Instructors, JTTT shall produce the Claims Ledger to NJDOL. JTTT shall also produce all respective correspondence with Instructors pursuant to this Agreement with the Claims Ledger.

e. **Undistributed Funds.** The term "Undistributed Funds" shall refer to any monies due Instructors under Paragraph 4(a) that are either (a) undeliverable by certified mail or hand delivery, or (b) any check issued that remains uncashed after 90 days of the Instructor's receipt. JTTT shall notify NJDOL of the amount of Undistributed Funds within 120 days after making disbursements pursuant to Paragraph 4(a), to the extent not already notified by the Claims Ledger. JTTT shall cancel all uncashed checks and make a payment to NJDOL in the amount of the Undistributed Funds within 120 days after attempted disbursement in accordance with Paragraph 4(a).

5. **Forward Compliance.** No later than the Effective Date, JTTT shall treat all current and future Instructors as employees under all New Jersey Employment Laws and under all other applicable state labor and employment laws.
6. **Reporting.** By January 1, 2026 and January 1, 2027, JTTT shall provide to NJDOL a list of all Instructors, including all individuals and/or entities who performed instruction or provided individuals to perform instruction services for JTTT, in New Jersey, during the preceding calendar year, and corresponding copies of all IRS Forms W-2 and 1099 issued for the preceding calendar year, and a summary paystub for the preceding calendar year for each Instructor. JTTT shall also furnish within forty-five days of a request from NJDOL, Instructor payroll and/or time records.
7. **Breach.** JTTT agrees and understands that its failure to materially comply with any of the terms or provisions of this Agreement shall constitute a breach of this Agreement, which shall include any material misrepresentation or material omission with respect to any information provided to NJDOL in connection with the resolution of this matter.
8. **Cure Period.** If JTTT breaches any term of this Agreement, NJDOL shall issue a Notice of Noncompliance to JTTT. JTTT shall cure such breach within fifteen (15) days of receiving such Notice of Noncompliance. However, if such breach cannot be cured within the fifteen (15) day period, JTTT shall submit a written request to NJDOL before the end of the Cure Period. Said requesting shall be of a specific duration, with an explanation of the reasons such extension is needed and warranted. Such extension may be approved, denied, or modified at the discretion of NJDOL, however such approval shall not be unreasonably withheld, delayed, or conditioned provided that JTTT is diligently proceeding in good faith to cure the breach.
9. **Penalty for Material Noncompliance.** If JTTT fails to cure a Breach of any term of this Agreement within the Cure Period, the entire Settlement Amount, including Suspended Penalties under Paragraph 2, will become immediately due and payable, minus any payment already made by or on behalf of JTTT.
10. **Certificate of Debt.** If JTTT fails to cure a Breach of any term of this Agreement, NJDOL reserves its right to file a Certificate of Debt for any balance due under the Agreement.
11. **Individual Liability.** In the event of a Breach under Paragraph 7 that is not cured within the Cure Period as defined by Paragraph 8, JTTT President William B. Oliver shall be liable in his individual capacity for any part of the Settlement Amount, including Suspended Penalties under Paragraph 2, that is unpaid at the expiration of the Cure Period, and shall be bound under this Agreement in his individual capacity.
12. **Release.** In exchange for valuable consideration and compliance with the foregoing terms, NJDOL will provide a full release of all New Jersey Employment Laws claims related to the Complaint against JTTT and William B. Oliver, covering the audit period, January 1, 2018 through the Effective Date of this Agreement. JTTT acknowledges that NJDOL has a statutory obligation to investigate the New Jersey Employment Laws claims it receives notice of; however, for any complaint against JTTT and William B. Oliver, NJDOL shall

waive any additional penalties or other remedies it would be entitled to under the New Jersey Employment Laws on behalf of the State. The Parties agree and acknowledge that NJDOL does not waive remedies under any other statutes or regulations that NJDOL enforces. The Parties further agree and acknowledge that this Agreement does not resolve or impair the right of any current or former worker to file any complaint or private action against JTTT, and for such individuals to seek or obtain appropriate relief for violations of New Jersey Employment Laws. Notwithstanding any other provision of this paragraph, claims by the Parties to enforce this Agreement, or related to a breach of the terms of this Agreement, are not released by this Agreement.

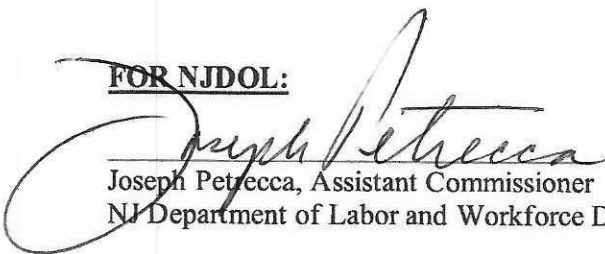
13. **Designation of Contact Person.** Within seven days of the Effective Date of this Agreement, JTTT shall designate and provide the name, title, telephone number, and email address of a JTTT representative who shall be responsible for responding to inquiries from affected workers regarding the terms of this Agreement. JTTT shall provide this information to Deputy Assistant Commissioner David Biglin at David.Biglin@dol.nj.gov and also copy Deputy Attorneys General Nadya A. Comas (Nadya.Comas@law.njoag.gov) and Matthew Harm (Matthew.Harm@law.njoag.gov). JTTT shall promptly notify the NJDOL of any changes to the designated contact person or their contact information.
14. **Agreement for Settlement Purposes Only.** This Agreement is entered into by the Parties for settlement purposes only. Neither the fact of this Agreement, nor any provision contained herein, shall constitute an approval, sanction, or authorization by any governmental unit of the State of New Jersey of any act or practice referenced herein.
15. **Submissions to NJDOL.** For any provisions in this Agreement requiring JTTT to furnish documentation or information to NJDOL, JTTT shall furnish such documents and information electronically to Deputy Assistant Commissioner David Biglin at David.Biglin@dol.nj.gov. JTTT shall also copy Deputy Attorneys General Nadya A. Comas (Nadya.Comas@law.njoag.gov) and Matthew Harm (Matthew.Harm@law.njoag.gov) on all such submissions.
16. **Notice to JTTT.** Any Notice of Noncompliance or other notice contemplated by this Agreement from NJDOL shall be emailed to [REDACTED]
[REDACTED] This shall constitute notice to JTTT, unless JTTT informs NJDOL that it should receive Notice of Noncompliance at a different address or by a different method.
17. **Governing Law.** This Agreement, and the enforcement thereof, shall be governed and interpreted in all respects in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law.
18. **Modification.** This Agreement may only be amended or modified in writing executed by the Parties.
19. **Merger.** Once executed, this Agreement shall operate as a complete and final disposition of this matter and contains the entire Agreement between the Parties, including all material terms, and is binding on the Parties. This Agreement sets forth all the promises, covenants,

agreements, conditions, and understandings between the Parties, and it supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed herein, incorporated by reference, or attached hereto. Each Party specifically warrants that this Agreement is executed without reliance upon any statement or representation by any other Party hereto, except as expressly stated herein, incorporated by reference, or attached hereto.

20. **No Waiver.** Failure to seek enforcement of any provision of this Agreement shall not be construed as a waiver of such provision, or a waiver of any other provision of this Agreement.
21. **Knowing and Voluntary.** This Agreement is entered into by all Parties freely and voluntarily and with full knowledge and understanding of the obligation and duties imposed herein.
22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, predecessors, successors, and assigns.
23. **Severability.** If any clause, provision, or paragraph of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or paragraph of this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph or other provision had not been contained therein.
24. **No Inference Against the Drafter.** No Party shall be considered the drafter of this Agreement, or of any of its provisions, for the purpose of any statute, caselaw, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
25. **Counterparts.** This Agreement may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart and all of which together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

WHEREFORE, the Parties, intending to be bound by this Agreement, through their signatories below, certify that they are fully authorized to enter into this Agreement and execute this document on behalf of NJDOL and JTTT, and to bind NJDOL and JTTT to the terms herein.

FOR NJDOL:


Joseph Petrecca, Assistant Commissioner
NJ Department of Labor and Workforce Development

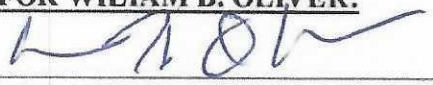
11/12/2025
Date

FOR JTTT:


William B. Oliver, President
Jersey Tractor Trailer Training, Inc.

11/10/25
Date

FOR WILIAM B. OLIVER:


William B. Oliver, President
Jersey Tractor Trailer Training, Inc.

11/10/25
Date