

COMPLAINT  
EXHIBIT "2"

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
NORTH STATE AUTOBAHN INC. d/b/a  
North State Custom,

Index No.: 67559/2017

Plaintiff,

-against-

MERCEDES-BENZ USA, LLC, CELEBRITY  
AUTO OF WESTCHESTER, LLC d/b/a  
Mercedes-Benz of Goldens Bridge, and S&L  
COLLISION CENTER, INC.,

STIPULATION OF  
SETTLEMENT

Defendants.

-----X  
-----X  
CELEBRITY AUTO OF WESTCHESTER,  
LLC d/b/a Mercedes-Benz of Goldens Bridge

Counterclaimants/ and  
Third Party Plaintiff,

-against-

NORTH STATE AUTOBAHN INC. d/b/a  
North State Custom,

Counterclaim Defendant,

And

GREGORY COCCARO, JR.,

Third Party Defendant.  
-----X

STIPULATION OF SETTLEMENT by and between North State Autobahn Inc. d/b/a  
North State Custom ("North State"), plaintiff, and defendants Mercedes-Benz USA, LLC  
("MBUSA"), Celebrity Auto of Westchester, LLC d/b/a Mercedes-Benz of Goldens Bridge

{Stipulation of Settlement. Celebrity ok with MBUSA revisions.1}

("Celebrity"), and S&L Collision Center, Inc. ("S&L"), collectively (each a "Party" and, collectively, the "Parties"),

WHEREAS North State commenced the above-captioned action and filed an amended complaint asserting various claims against each of the defendants; and

WHEREAS Celebrity filed a counterclaim and third party complaint asserting claims against North State and Gregory Coccoaro, Jr.; and

WHEREAS MBUSA and S&L each filed an answer to the complaint, asserting various defenses; and

WHEREAS, each Party disputes the claims asserted against it or him; and

WHEREAS, the Parties are interested in resolving the claims asserted in this action;

NOW, THEREFORE, it is stipulated, consented and agreed by and among the Parties, that the claims asserted in the action shall be and hereby are settled upon the following terms and conditions:

1. [REDACTED]

[REDACTED]

2. Celebrity hereby consents to [REDACTED] and only releases any claim that it may have now or in the future against MBUSA relating to [REDACTED].

3. By agreeing to, and or consenting to [REDACTED], neither MBUSA nor Celebrity are promising or guaranteeing [REDACTED]


[REDACTED]



4. Upon execution of this Stipulation of Settlement, each Party, by its counsel, will contemporaneously execute the Stipulation of Discontinuance with Prejudice annexed hereto as Exhibit "1".

5. Upon execution of this Stipulation of Settlement, each Party, will contemporaneously execute the General Releases annexed hereto as Exhibit "2".

6. This Stipulation of Settlement will not be filed with the Court by any Party unless a Party is compelled to bring an action to enforce one or more of its provisions. The Parties represent, warrant and acknowledge that the terms of this Stipulation of Settlement are confidential and that they have not disclosed, and will not in the future disclose, such terms to any third party, except their attorneys and accountants, or as required by law or legal process.<sup>1</sup> Prior to disclosing this Stipulation of Settlement to their aforesaid attorney(s) or accountant(s), the Parties will inform them of the confidentiality provisions of this Stipulation of Settlement and shall be responsible for any breach of the same by them. Prior to responding to any legal process, the party served will give prompt notice to the other Parties to afford the latter the opportunity to seek a protective order, in accordance with the Notice provisions set forth herein. The Parties will be reasonably cooperative with each other with respect to any request for a protective order and shall not, under any circumstances, oppose such relief. In the event that any party is asked about this Stipulation

<sup>1</sup> Notwithstanding the confidential nature of this stipulation, MBUSA or North State may disclose to Mercedes-Benz of White Plains and/or Mercedes-Benz of Greenwich 

of Settlement, the party asked shall respond as follows: "the Parties have resolved their differences without the exchange of any money and are satisfied with the resolution."

7. This Stipulation of Settlement shall be binding upon the signing Parties, their respective agents, successors, assigns, executors, members, officers, directors, administrators, heirs and legal representatives.

8. This Stipulation may not be modified or changed except by a writing executed by the Parties hereto or their respective attorneys.

9. No delay in exercising any right hereunder shall be construed as a waiver of said right. A waiver of right may only occur upon a specific written waiver executed by the Party waving said right.

10. No Party hereto is relying upon any representation, understanding, undertaking, or agreement not set forth in this Stipulation of Settlement, and each party expressly disclaims any reliance on any such representation, understanding, undertaking, or agreement.

11. This Stipulation of Settlement and Exhibits constitutes the sole agreement between the Parties hereto as to the subject matter hereof and each party represents that in executing this Stipulation of Settlement and Exhibits, it or he, as the case may be, has not relied upon any statement or representation not set forth herein.

12. All prior understandings and agreements among the Parties concerning the subject matter of this Stipulation of Settlement are merged in this Stipulation of Settlement, which completely expresses their full agreement.

13. The Parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Stipulation of Settlement.


14. This Stipulation of Settlement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one agreement. Facsimile signature shall be deemed original for all purposes.

15. This Stipulation of Settlement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Stipulation to be drafted.

16. This Stipulation of Settlement shall be governed by, and construed and interpreted in accordance with New York law, without regard to its conflict of laws principles.

Dated: New York, New York  
February \_\_, 2018

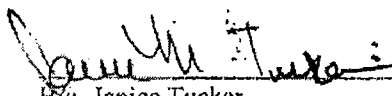
NORTH STATE AUTOBAHN INC. d/b/a North State Custom

  
By: Gregory Coccaro, Jr., President

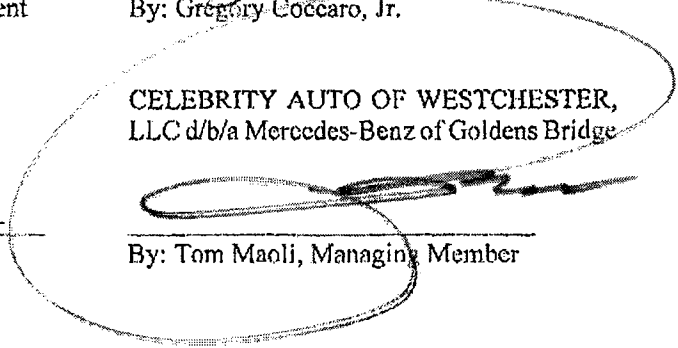
GREGORY COCCARO JR.

  
By: Gregory Coccaro, Jr.

MERCEDES-BENZ USA, LLC

  
By: Janice Tucker  
Department Manager,  
Service Product Management

CELEBRITY AUTO OF WESTCHESTER, LLC d/b/a Mercedes-Benz of Goldens Bridge



  
By: Tom Maoli, Managing Member

S&L COLLISION CENTER, INC.

By: Joseph Palmiotto, President

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February \_\_, 2018

NORTH STATE AUTOBAHN INC. d/b/a  
North State Custom

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