

MATTHEW J. PLATKIN  
Attorney General of New Jersey  
Richard J. Hughes Justice Complex  
P.O. Box 117  
Trenton, New Jersey 08625  
Attorney for Plaintiff

By: Garen Gazaryan  
Deputy Attorney General  
NJ Attorney ID: 070262013  
(609)376-2965  
Garen.Gazaryan@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - OCEAN COUNTY  
DOCKET NO. OCN-L-2438-21

JUSTIN ZIMMERMAN<sup>1</sup>, ACTING  
COMMISSIONER OF THE  
NEW JERSEY DEPARTMENT OF  
BANKING AND INSURANCE,

Plaintiff,

v.

LYNDA STAMBAUGH-LUPO,  
MICHAEL LUPO, and  
IN HOME LYMPHATIC CARE  
LLC,

Defendants.

**Civil Action**

**STIPULATION OF SETTLEMENT**

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner"), and Defendants In Home Lymphatic Care LLC, Lynda Stambaugh-Lupo a/k/a Lynda Lupo, and Michael Lupo (collectively,

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<sup>1</sup> Pursuant to R. 4:34-4, the caption has been revised to reflect the current Acting Commissioner of the Department.

"Defendants"), collectively "Parties," have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS the Parties have determined and hereby agree that settlement is in each of their best interests, and for good cause shown.

NOW THEREFORE, in consideration of the mutual promises and obligations of the Settlement, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendants admit that they violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), by: (1) submitting to insurers 1,431 insurance claims for medical services which were rendered without an appropriate license; and (2) submitting insurance claim forms to an insurance company for 253 dates of service, for which services were never rendered.

2. Defendants' aforementioned conduct constitutes multiple violations of the Fraud Act, and any future violation of the Fraud Act shall be considered subsequent violations.

3. Defendants agree that they shall not engage in any future violations of the Fraud Act.

4. Defendants shall pay a total judgment, jointly and severally, of \$814,993.50 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$700,000.00 in civil penalties, pursuant to N.J.S.A. 17:33A-5(b); attorneys' fees of \$9,993.50, pursuant to N.J.S.A. 17:33A-5(b); a \$35,000.00 statutory surcharge against In Home Lymphatic Care LLC, pursuant to N.J.S.A. 17:33A-5.1; a \$35,000.00 statutory surcharge Defendant Lynda Lupo, pursuant to N.J.S.A. 17:33A-5.1; and a \$35,000.00 statutory surcharge against Defendant Michael Lupo, pursuant to N.J.S.A. 17:33A-5.1.

Defendants shall also pay restitution, jointly and severally, to Horizon Blue Cross and Blue Shield of New Jersey in the amount of \$728,327.26.

Defendants shall also pay restitution, jointly and severally, to UnitedHealthcare in the amount of \$36,803.84.

5. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Settlement has been made to or relied upon by Defendants in agreeing to this Settlement. Defendants represent that this Settlement is freely and voluntary entered into without any degree of duress or compulsion.

6. The Parties agree that each Party shall bear its own legal and other costs incurred in connection with this matter, and

no additional attorneys' fees or costs shall be due, except Defendants agree to pay Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) as described above in paragraph 4, and all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

7. For purposes of construction, this Settlement shall be deemed drafted by all Parties to this Settlement and therefore shall not be construed against any Party for that reason in any subsequent dispute.

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

9. This Settlement constitutes the complete agreement between the Parties, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Settlement.

10. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Department:      Garen Gazaryan, Deputy Attorney General  
   Banking and Insurance Section  
   R.J. Hughes Justice Complex  
   25 Market Street  
   P.O. Box 117  
   Trenton, New Jersey 08625

If to Defendants: Alex Keoskey, Esq.  
Mandelbaum Barrett PC  
3 Becker Farm Road  
Roseland, NJ 07068

11. This Settlement may be executed in counterparts, each of which constitutes an original and all of which constitutes one and the same agreement.

12. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation of Settlement shall be provided to any appropriate licensing authority.

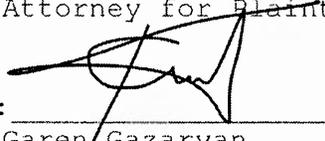
13. This Settlement can be used in any subsequent civil or criminal proceeding.

14. The penalties of this Settlement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

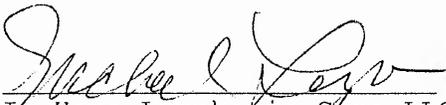
CONSENTED AS TO FORM, CONTENT AND ENTRY OF ORDER:

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

Dated: 02/19/2024

By:   
Garen Gazaryan  
Deputy Attorney General

Dated: 2/17/2024

  
In Home Lymphatic Care LLC  
By: Michael Lupo

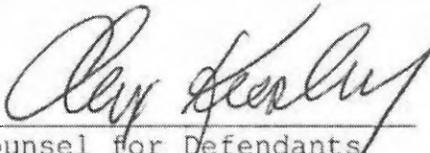
Dated: 2/17/2024

  
Michael Lupo

Dated: 2-17-2024

  
Lynda Stambaugh-Lupo

Dated: 2-19-2024

  
Counsel for Defendants  
By: Alex Keoskey, Esq.  
Mandelbaum Barrett PC