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SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART - BURLINGTON COUNTY  
DOCKET NO. BUR-DC-005280-23

JUSTIN ZIMMERMAN, ACTING )  
COMMISSIONER OF THE NEW )  
JERSEY DEPARTMENT OF )  
BANKING & INSURANCE, )  
Plaintiff, )  
v. )  
KEITH MUSZYNSKI, )  
Defendant. )

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS, Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant Keith Muszynski ("Defendant Muszynski") have reached an amicable agreement resolving the issues in controversy and consented to the entry of the within Stipulation

of Settlement ("Stipulation") limited to the claims specified in the Complaint herein.

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

WHEREAS, the Plaintiff is authorized to institute suit for civil penalties and other relief against any person who violates the provisions of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"); and

WHEREAS, the Parties consent to the entry of the within Stipulation pursuant to the terms and conditions set forth below.

1. Defendant Muszynski admits to one violation of the Fraud Act;

2. Defendant Muszynski agrees that he shall not engage in any future violations of the Fraud Act. Any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(b).

3. Defendant Muszynski shall pay Plaintiff the total amount of \$2,325.00 (the "Settlement Amount"), consisting of \$1,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$700.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5.1; and, pursuant to N.J.S.A. 17:33A-5.1, a statutory surcharge due from

Defendant Muszynski in the amount of \$125.00 and a statutory surcharge.

4. Defendant Muszynski shall pay the Settlement Amount on the following terms:

a. Upon execution of this Stipulation, Defendant Muszynski shall make a \$500 initial payment by certified check, official bank check, or money order ("Initial Payment") made payable to the "Commissioner, New Jersey Department of Banking and Insurance."

b. Commencing on May 15, 2025, and on 15<sup>th</sup> of the month thereafter, Defendant Muszynski shall make monthly payments of \$100.00 payable to the "Commissioner, New Jersey Department of Banking and Insurance" until such time as the Settlement Amount is paid in full.

c. Additionally, Defendants agree to execute a separate Consent Judgment ("Consent Judgment") which will be filed with the Court and recorded as a statewide lien for the full Settlement Amount payable to Plaintiff in the amount of \$2,325.00.

d. After the Initial Payment, all payments to Plaintiff of the Settlement Amount shall be made by certified check, official bank check, or money order made payable to the

"Commissioner, New Jersey Department of Banking and Insurance"  
and sent to:

Collections Department  
New Jersey Department of Banking and Insurance  
20 West State Street, 10th Floor  
P.O. Box 325  
Trenton, New Jersey 08625

5. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by the Defendants in agreeing to this Stipulation. Defendants represent that this Stipulation is freely and voluntarily 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) in the amount stated in Paragraph 3.

7. The Stipulation and the Consent Judgement shall be filed with Court and constitute the final resolution of all claims set forth in the Complaint.

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

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

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

If to the Plaintiff:

Anna M. Lascurain, DAG  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625-0117

If to the Defendants:

Law Offices of Felix Gonzalez, Esquire  
3403 Iron Rock Court  
Pennsauken New Jersey 08109

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

12. The penalties of this Stipulation 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:

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY

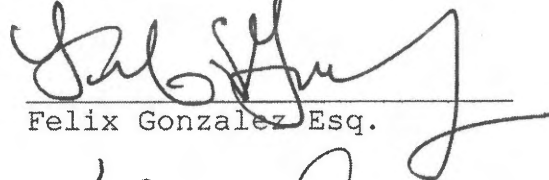
Dated:

By:

  
\_\_\_\_\_  
Anna M. Lascurain  
Deputy Attorney General

Dated:

3/25/25

  
\_\_\_\_\_  
Felix Gonzalez Esq.

Dated:

3/25/25

  
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Keith Muszynski