

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

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendant admits that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically, (i) Defendant submitted falsified documentation to New Jersey Manufacturers Insurance Company ("NJM") in support of a claim for Additional Living Expense payments ("Claim") that he did not actually incur, and (ii) Defendant knowingly concealed relevant information from NJM between February 2015 and March 2016 in support of the Claim, in violation of N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(3)(b).

2. Defendant's aforementioned conduct constitutes nine (9) violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(c).

3. Defendant agrees that he shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay a total of \$55,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$50,350.00 in civil penalties for nine (9) violations of the

Fraud Act pursuant to N.J.S.A. 17:33A-5(b); \$2,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$2,650.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the judgment upon the following terms and conditions:

a. Immediately upon execution of this Stipulation, Defendant shall remit to the below-listed attorney for the Commissioner a payment in the amount of \$27,500.00 constituting the first half of the Settlement Amount by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Brian R. Fitzgerald
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

b. No later than two (2) months following the delivery of this Stipulation and the first half of the Settlement Amount to the attorney for the Commissioner, Defendant shall remit to the attorney for the Commissioner as listed in paragraph 5(a) above a payment in the amount of \$27,500.00, which constitutes the second half of the Settlement Amount. This will be done in accordance with the instructions set forth in paragraph 5(a) above.

c. Defendant shall write "DOL 21-00348" on the memo line or elsewhere on the face of both Settlement Amount payments.

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by Defendant in agreeing to this Stipulation.

7. In the event of the failure by Defendant to make any payment when due, the entire Settlement Amount shall be immediately due and payable, upon written notice by Plaintiff. Such notice shall be given to the person and address designated in Paragraph 11 of this Stipulation by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5th) day following mailing, whichever occurs first. Defendant shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendant fails to pay the overdue unpaid balance of the payment obligations under this Stipulation within fifteen (15) calendar days from the date of notice of non-payment, then the Commissioner may take any action available under the law of this State to collect the amount outstanding at that time, including post-judgment interest from the date of the judgment, attorneys' fees expended to date and to collect this debt, and any other remedies available under the law.

8. 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 Defendant agrees to pay Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) in the amount stated in Paragraph 4 of this Stipulation, plus all reasonable costs of collection and enforcement of this Stipulation, including attorneys' fees and expenses.

9. 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.

10. 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.

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

If to the Commissioner: Brian R. Fitzgerald
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, NJ 08625

If to Defendant: Donald M. Lomurro, Esq.
Lomurro Law
Monmouth Executive Center
4 Paragon Road, Suite 100
Freehold, NJ, 07728

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

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

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14. 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
Attorney for Plaintiff

Dated: 8/14/2025

By: 
Brian R. Fitzgerald
Deputy Attorney General
Counsel for Plaintiff

Dated: 8/1/25

By: 
Joseph M. Horn
Defendant

Dated: 8-4-25

By: 
Donald M. Lomurro, Esq.
Counsel for Defendant