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P.O. Box 117
Trenton, New Jersey 08625-0117

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - UNION COUNTY
DOCKET NO. UNN-L-000548-24

| | | |
|-----------------------------|---|----------------------------------|
| JUSTIN ZIMMERMAN, |) | |
| COMMISSIONER OF THE |) | <u>Civil Action</u> |
| NEW JERSEY DEPARTMENT OF |) | |
| BANKING AND INSURANCE, |) | STIPULATION OF SETTLEMENT |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| RUDOLPH MERAND and NO LIMIT |) | |
| TOWING LLC |) | |
| |) | |
| Defendants. |) | |

WHEREAS Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendants Rudolph Merand ("Merand") and No Limit Towing LLC ("No Limit") (collectively, the "Parties") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Stipulation").

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. Defendants admit that they violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), -4(a)(3)(b), -4(a)(4)(b), and -4(a)(5), as alleged in Plaintiff's Complaint.

2. Defendants' aforementioned conduct constitutes three (3) 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. Defendants agree that they shall not engage in any future violations of the Fraud Act.

4. Defendants shall pay a total judgment of \$15,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$11,250.00 in civil penalties for three (3) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); \$3,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$750.00.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

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

a. Immediately upon execution of this Stipulation by Defendants, Defendants shall remit to the attorney for the Commissioner a payment in the amount of \$5,000.00, consisting of one third 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. Defendants shall remit the remaining two thirds of the Settlement Amount of \$10,000.00 in two monthly payments of \$5,000.00 each, which first monthly payment shall be paid on or by the first day of the month following the execution of this Stipulation, and the second monthly payment shall be paid on the first day of the second month following the execution of this Stipulation until the full Settlement Amount has been paid, 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

c. Defendants shall write "DOL 23-00694" on the memo line or elsewhere on the face of each payment.

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

7. In conjunction with the execution of this Stipulation, the parties shall also enter into an Order of Entry of Judgment by Consent for the entire Settlement Amount, which will be docketed with the Superior Court of New Jersey as a statewide lien. A warrant of satisfaction shall be issued when the Settlement Amount is paid in full.

8. In the event of the failure by Defendants to pay any Settlement Amount installment payment when due, the entire Settlement Amount shall be immediately due and payable, upon written notice by the Commissioner. Such notice shall be given to the person and address designated in Paragraph 12 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. Defendants shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendants fail 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.

9. 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 4 of this Stipulation, plus all reasonable costs of collection and enforcement of this Stipulation, including attorneys' fees and expenses.

10. 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.

11. 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.

12. 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, New Jersey 08625

If to Defendants:

Roger A. Serruto, Esq.
The Serruto Law Firm, P.C.
60 Northfield Ave., Suite 2
West Orange, New Jersey 07052

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

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

15. This Stipulation may be used in any subsequent civil or criminal proceedings.

16. 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.

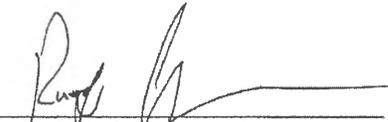
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

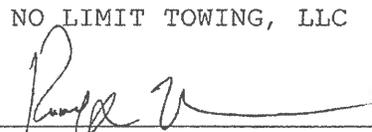
Dated: 12/11/25

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

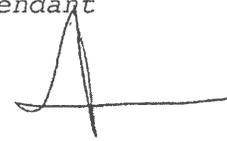
Dated: 12/8/25

By: 
Rudolph Merand
Defendant

Dated: 12/8/25

NO LIMIT TOWING, LLC
By: 
Rudolph Merand
Defendant

Dated: 12/11/25

By: 
Roger A. Serruto, Esq.
Counsel for Defendants