

JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

By: Brian R. Fitzgerald
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MONMOUTH COUNTY
DOCKET NO. MON-L-004533-25

SUSAN OCHS, ACTING	)	
COMMISSIONER OF THE	)	<u>Civil Action</u>
NEW JERSEY DEPARTMENT OF	)	
BANKING AND INSURANCE, ¹	)	STIPULATION OF SETTLEMENT
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
ANNMARIE MULLER and GLENN	)	
FRANZSON,	)	
	)	
Defendants.	)	

WHEREAS Plaintiff Susan Ochs, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Annmarie Muller ("Defendant") (collectively, "Parties") have reached an amicable agreement

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

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. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically: by (i) falsely representing to Progressive Garden State Insurance Company ("Progressive") during phone calls with Progressive on November 14, 2020 and November 17, 2020, and during an Examination Under Oath conducted by Progressive in support of a theft claim ("Claim") that defendant Glenn Franzson's ("Franzson"). 2017 Ram 1500 pickup ("Ram") was stolen from the driveway of her home at 128 Dearborn Avenue in Browns Mills, New Jersey ("Browns Mills Address") when, in fact, Franzson left the Ram in the Whitesbog Woods in Pemberton, New Jersey ("Whitesbog Woods") and set the Ram on fire, in violation of N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(3)(b), and (ii) knowingly conspiring with Franzson to make false representations to Progressive in support of the Claim that the Ram had been stolen out of the driveway at the Browns Mills Address when, in fact,

Franzson left the Ram in the Whitesbog Woods and set the Ram on fire, in violation of N.J.S.A. 17:33A-4(b).

2. Defendant's aforementioned conduct constitutes two (2) 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 she shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay a total judgment of \$3,125.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties for two (2) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$125.00 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 by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$3,125.00, which amount constitutes the entire 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. Defendant shall write "DOL 24-00356" on the memo line or elsewhere on the face of the payment of the Settlement Amount.

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. Defendant represents that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion.

7. 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.

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 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 Defendant: Raymond C. Staub, Esq.
Destribats Campbell Staub & Schroth, LLC
247 White Horse Avenue
Hamilton, New Jersey 08610

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

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

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:

JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated:

7/14/2026

By:

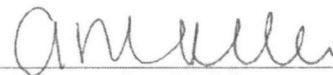


Brian R. Fitzgerald
Deputy Attorney General
Counsel for Plaintiff

Dated:

7-7-26

By:

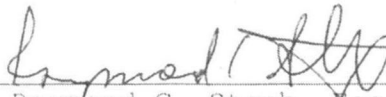


Annmarie Muller
Defendant

Dated:

7-7-26

By:



Raymond C. Staub, Esq.
Counsel for Defendant