



WHEREAS the Parties have determined and hereby agree that this 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 N.J.S.A. 17:33A-4(a)(1), by knowingly providing false statements to an insurance company in support of a claim for payment of insurance benefits, in that he falsely stated to Progressive Insurance Company that he was involved in an automobile accident on January 20, 2016 at 12:00 p.m. when, in fact, said accident occurred at 11:05 a.m., before he had insurance coverage.

2. Defendant's aforementioned conduct constitutes a violation of the Fraud Act, and any future violation(s) of the Fraud Act shall be considered second and subsequent violations.

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

4. Defendant shall pay a total judgment of \$5,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-4(a)(1); \$125.00 in statutory surcharge pursuant to N.J.S.A.

17:33A-5.1; and \$2,375.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b).

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

a. Immediately upon execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$5,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Settlement has been made to or relied upon by Defendant in agreeing to this Settlement. Defendant represents that this Settlement 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 all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

8. 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.

9. 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.

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

If to the Commissioner:   Dakar Ross  
                                  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:           Henry Chudzik, Jr., Esq.  
                                  Williamsburg Commons  
                                  3-g Auer Court  
                                  East Brunswick, EW Jersey 08816

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:

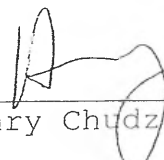
GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

Dated: 2/20/2020

By:   
Dakar Ross  
Deputy Attorney General

Henry Chudzik, Jr., Esq.  
Attorney for Defendant

Dated: 2/6/2020

By:   
Henry Chudzik, Jr., Esq.

Dated: 2/5/20

By: LAC III  
Lennart A. Carlson, III  
Defendant