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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MERCER COUNTY
DOCKET NO. MER-L-001233-19

MARLENE CARIDE,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
JOSE LOZADA-RODRIGUEZ AND)
FKG TRANSPORT INC.,)
)
Defendants.)

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendants Jose Lozada-Rodriguez ("Lozada") and FKG Transport, Inc. ("FKG Transport") (collectively, "Defendants") have reached an amicable agreement resolving the

issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS the Plaintiff and Defendants (collectively, 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 N.J.S.A. 17:33A-4(a)(1), -4(a)(3), and -4(a)(4)(b) as alleged in the Complaint.

2. Defendants' aforementioned conduct constitutes two violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to N.J.S.A. 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 \$8,750.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b) imposed jointly and severally against both Defendants; \$1,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) imposed jointly and severally against both Defendants; a \$125.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1 imposed individually against each Defendant; and restitution to Progressive

Insurance Company in the amount of \$5,000.00 pursuant to N.J.S.A. 17:33A-26.

5. Defendants shall satisfy the judgment upon the following terms and conditions: immediately upon execution of this Stipulation of Settlement by Defendants, Defendants shall remit to the attorney for the Commissioner two checks: (a) a payment in the amount of \$3,750.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance"; and (b) a payment in the amount of \$5,000 payable to "Drive New Jersey Insurance Company." Both checks shall be 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

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Settlement has been made to or relied upon by Defendants in agreeing to this Settlement. Defendants represent that this Settlement is freely and voluntary 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) as set forth in paragraph 4 of this Settlement.

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: 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: Keith Sklar, Esq.
Law Offices of Sklar Smith-Sklar
1901 N. Olden Avenue, Suite 22
Ewing, New Jersey 08618

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. By the filing of this Stipulation of Settlement, the above-captioned action is dismissed with prejudice.

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: 7/26/21

By: /s/ Brian R. Fitzgerald
Brian R. Fitzgerald
Deputy Attorney General

Dated: 7/23/21

By: *Jose Lozada*
Jose Lozada-Rodriguez
Defendant

Dated: 7/23/21

By: *Jose Lozada* *Jose Lozada*
Jose Lozada-Rodriguez
Owner, for defendant
FKG TRANSPORT, INC.

Dated: 7/23/21

By: *Keith Sklar, Esq.*
Keith Sklar, Esq.
Counsel for Defendants