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ATTORNEY GENERAL OF NEW JERSEY
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Attorney for Plaintiff

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION -- BERGEN COUNTY
DOCKET NO. BER-L-1589-13

ALLSTATE INDEMNITY :
COMPANY, ET AL. :

PLAINTIFFS, :
and :

JUSTIN ZIMMERMAN¹ :
ACTING COMMISSIONER, :
NEW JERSEY DEPARTMENT OF :
BANKING AND INSURANCE, :

PLAINTIFF-INTERVENOR, :

v. :

EXCLUSIVE AUTO COLLISION :
CENTER INC., ANTHONY :
LAKE, ET AL., :

DEFENDANTS. :

STIPULATION OF SETTLEMENT
BETWEEN PLAINTIFF-INTERVENOR
AND EXCLUSIVE COLLISION CENTER
INC. AND ANTHONY LAKE

¹ Replacing former Commissioner Caride as Acting Commissioner of the Department of Banking and Insurance.

WHEREAS, Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff-Intervenor"), and Defendants Anthony Lake ("Lake") and Exclusive Auto Collision Center, Inc. ("Exclusive") ("Defendants"), (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") limited to the claims specified herein.

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

WHEREAS, Lake has a majority ownership interest in Exclusive;

WHEREAS, the Plaintiff is authorized under the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") to institute suit for civil penalties and other relief against any person who violates the provisions of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b).

WHEREAS, the Parties consent to the entry of the within Stipulation pursuant to the terms and conditions set forth below.

NOW THEREFORE, the Parties agree fully and finally to settle the claims specified herein pursuant to the terms and conditions below.

1. No admissions are made in the pending matter captioned pending Commissioner v. Anthony Lake and Exclusive Auto Collision, Center, Inc., Superior Court of New Jersey, Law Division, Morris County, Docket No. MRS-L-2684-21.

2. Defendants agree that they shall not engage in any future violations of the Fraud Act.

4. Defendants shall pay Plaintiff the total amount of \$15,750.00 (the "Settlement Amount"), consisting of \$15,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b) and \$750.00 in statutory surcharges against Lake and Exclusive (\$375.00 each) pursuant to N.J.S.A. 17:33A-5.1.

5. Defendants shall pay the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation by the Defendants, but no later than June 1, 2024, Defendants shall remit to the attorney for the Plaintiff a first payment of \$262.50;

b. By the first of each month the Defendants shall pay \$262.50 until such time as he reached 48 months at which time he shall pay the entire sum as a balloon payment of the penalty and surcharge.

c. Further this document shall act as a Consent Judgment which will not be filed with the Court unless Defendant fails to make his monthly payments.

d. All payments shall be made by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Anna M. Lascurain, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by the 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. The Parties agree that no additional attorneys' fees or costs shall be due, except that Defendants shall pay all reasonable costs of collection and enforcement of this Stipulation, including attorneys' fees and expenses.

8. Upon payment in full of the Settlement Amount, Plaintiff shall file separate Stipulations of Dismissal dismissing all claims asserted against the Defendants.

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 Plaintiff:

Anna M. Lascurain, DAG
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

If to the Defendants:

The Law Firm of Machevich, Burke and Stanicki
James Machevich, Esq.
1435 Raritan Road
Clark, NJ 07066

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. 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: *July 1, 2024*

By: 

Anna M. Lascurain
Deputy Attorney General

Dated:

By: 

James E. Machevich, Esq.
The Law Firm of Machevich,
Burke and Stanicki
Attorney for Anthony Lake

Dated:

By: 

Anthony Lake on behalf of
Exclusive Auto Collision
Center Inc.