

("Plaintiff"), and Defendant, Eugene S. Wishnic, Esquire and Eugene S. Wishnic, P.C. ("Defendant Wishnic" or "Wishnic Defendants");

WHEREAS, the Complaint charges that Defendant Wishnic committed violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"); and

WHEREAS, for good cause shown, the Parties have reached an agreement resolving the issues in controversy, and consent to the entry of the within Stipulation of Settlement ("Stipulation") pursuant to the terms and conditions below:

WHEREAS, for good cause shown, the Parties have reached an agreement resolving the issues in controversy, and consent to the entry of the within Stipulation of Settlement ("Stipulation") pursuant to the terms and conditions below:

1. Pursuant to N.J.S.A 17:33A-5(d), the Defendant Wishnic neither admits nor denies the charges in the Complaint but consents to payment of a civil penalty.

2. Defendant Wishnic shall pay a total Settlement Amount of \$187,000.00 to Plaintiff ("Settlement Amount"). The Settlement Amount consists of \$170,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b, assessed jointly and severally against the Wishnic Defendants; \$8,500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b, assessed jointly and severally against the

Wishnic Defendants; and \$8,500.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1, assessed jointly and severally against the Wishnic Defendants.

3. Defendant Wishnic shall pay the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation of Settlement, Defendant Wishnic shall remit to the attorney for Plaintiff payment in the amount of \$187,000.00 by certified check, official bank check, money order, or attorney trust check made payable to the "Commissioner, New Jersey Department of Banking and Insurance" 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

b. 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

If to the Wishnic Defendants:

Ms. Shannon Carroll, Esq.
C/O Brach Eichler Law Offices
101 Eisenhower Parkway
Roseland, NJ 07068

4. This Stipulation shall be governed by the laws of the State of New Jersey without regard to any conflict-of-laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under the Stipulation will be the Superior Court of the State of New Jersey.

6. 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.

7. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts hereof shall collectively constitute a single agreement.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:


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

Dated: Feb 22, 2021

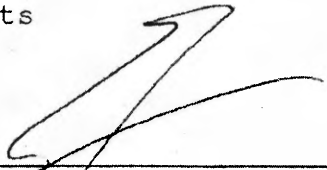
By: 

Anna M. Lascurain
Deputy Attorney General

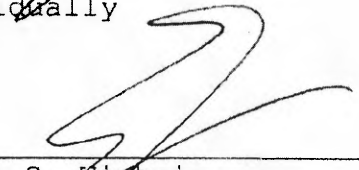
Dated: Feb 17, 2021

By: 
Shannon Carroll, Esq.
Brach Eichler Law Offices
Attorneys for the Wishnic
Defendants

Dated: Feb 17, 2021

By: 
Eugene S. Wishnic, Esquire
Individually

Dated: Feb 17, 2021

By: 
Eugene S. Wishnic
On Behalf of Eugene S. Wishnic,
P.C.