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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART, SUSSEX COUNTY
DOCKET NO. SSX-DC-003676-18

MARLENE CARIDE,
COMMISSIONER, NEW JERSEY
DEPARTMENT OF BANKING AND
INSURANCE,¹

Plaintiff,

v.

MICHAEL SYLVESTER,

Defendant.

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant, Michael Sylvester ("Defendant") (collectively, "Parties") have reached an amicable agreement

¹ This action was commenced on behalf of Richard J. Badolato, former Commissioner of the Department of Banking and Insurance ("Department"). Pursuant to R. 4:34-4, the caption has been revised to reflect the current Commissioner of the Department.

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

WHEREAS to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have determined and hereby agree that settlement is in each of their best interests; and

NOW THEREFORE, in consideration of the mutual promises and obligations of the Settlement, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below; and

1. This Settlement is effective on the date of signature of the last signatory of the Settlement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement.

2. Defendant admits that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to 30 (the "Fraud Act"), by knowingly providing false material information and knowingly concealing material information in an application when reinstating a cancelled auto insurance policy with Progressive Auto Insurance on July 19, 2016, specifically by falsely representing to Progressive that he had not been involved in any auto accidents prior to the reinstatement, when in fact,

Defendant knew that he had been involved in an auto accident five days before the reinstatement, on July 14, 2016. Defendant's conduct constitutes one violation of the Fraud Act, and any future violation of the Fraud Act shall be considered a subsequent violation.

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

4. Defendant shall pay a total judgment of \$3,165.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$500.00 in attorney fees pursuant to N.J.S.A. 17:33A-5b; and \$125.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the Settlement Amount on the following terms and conditions:

a. Immediately on execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$1,582.50 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Eleanor Heck, 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 remit the remaining balance of \$1,582.50, to be paid on or before February 1, 2019, by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

6. On paying the Settlement Amount, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid. All interest in the monies, and any subsequent interest in income derived therefrom, shall inure entirely to the benefit of Plaintiff pursuant to the terms of this Stipulation of Settlement.

7. In conjunction with the execution of this Stipulation of Settlement, the parties shall also enter into an Order of Entry of Judgment by Consent for the entire judgment

amount, which will be docketed with the Superior Court of New Jersey as a statewide lien.

8. 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.

9. 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.

10. 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.

11. 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.

12. This Settlement constitutes the complete agreement between the Parties, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Settlement.

13. This Settlement shall be binding on and inure to the benefit of the Parties to this Settlement and their respective successors and assignees, and no party may assign, delegate, or otherwise transfer any of its rights or obligations under this agreement without the written consent of other Parties.

14. In the event that any one or more of the provisions contained in this Settlement, other than provisions concerning payment, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement.

15. No failure by a Party to insist on the strict performance by any other Party of any provisions of this Settlement shall be deemed a waiver of any of the Stipulation of Settlement's provisions, and notwithstanding such failure, the Parties shall have the right thereafter to insist on the strict

performance of all of the provisions of this Settlement to be performed by any or all of the Parties.

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

If to the Commissioner: Eleanor Heck, 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: Michael Sylvester
227 Beaver Run Road
Lafayette, New Jersey 07848

17. This Settlement 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 this Settlement will be the Superior Court of the State of New Jersey.

18. This Settlement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

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

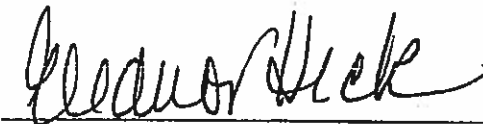
20. This Settlement can be used in any subsequent civil or criminal proceeding.

21. 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: December 20, 2018 By:



Eleanor Heck
Deputy Attorney General

Dated: December 15, 2018



Michael Sylvester, Defendant