

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
P.O. Box 117
Trenton, New Jersey 08625
Attorney for Plaintiff

By: Telge N. Peiris
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - UNION COUNTY
DOCKET NO.: UNN-L-000273-20

MARLENE CARIDE,
COMMISSIONER OF THE NEW :
JERSEY DEPARTMENT OF :
BANKING & INSURANCE, :
:
Plaintiff, :
:
v. :
:
JOSE MEDINA and CARLOS :
MEDINA, :
:
Defendants. :
:

Civil Action

STIPULATION OF SETTLEMENT

The claims in this action have been settled and resolved between parties, Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendants, Jose Medina and Carlos Medina ("Defendants"), (collectively "Parties");

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 ("Settlement") pursuant to the terms and conditions below.

1. Defendants admit that in or about May and June 2017 they violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (the "Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), N.J.S.A. 17:33A-4(a)(3)(a), N.J.S.A. 17:33A-4(b), and N.J.S.A. 17:33A-4(c) by knowingly presenting, or causing to be presented, false oral and written information to the Metropolitan Property and Casualty Insurance Company ("Met Life") in support of an application for an automobile insurance policy and a subsequent claim for benefits pursuant to the policy.

2. Defendants' aforementioned conduct constitutes one violation of the Fraud Act for each of the Defendants, and any future violation of the Fraud Act shall be considered a subsequent violation for each of the Defendants.

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

4. Defendants are jointly and severally liable for and shall pay a total amount of \$8,000.00 to the Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$6,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$1,175.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and \$355.00 in statutory surcharge 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 of Settlement by Defendants, Defendants shall remit to the attorney for the Commissioner the entire amount of \$8,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

6. 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 the Stipulation will be the Superior Court of the State of New Jersey.

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

If to the Commissioner: Telge N. Peiris, 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: Jose Medina and Carlos Medina
33 Atlantic Street,
Elizabeth, New Jersey 07206

With a copy to: Edward J. Kologi Esq.
500 North Wood Avenue
Suite 4B
Linden, NJ 07036

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


9. 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.

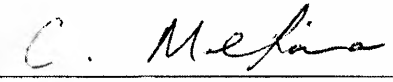
10. The penalties of this Settlement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

11. 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.

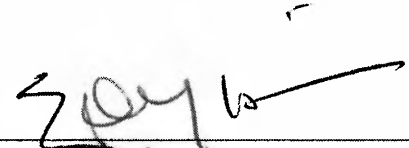
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: ^{November} ~~October~~ 17, 2020 By: 
Telge N. Peiris
Deputy Attorney General


Dated: October 26, 2020 
Carlos Medina, Defendant

Dated: October __, 2020 _____
Jose Medina, Defendant

Dated: October __, 2020 
Edward J. Kologi, Esq.
Kologi - Simitz, Counsellors at
Law, (Counsel for Defendants)

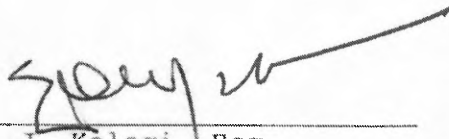
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