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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BURLINGTON COUNTY  
DOCKET NO. BUR-L-000566-21

MARLENE CARIDE, )  
COMMISSIONER OF THE )  
NEW JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
HATICE YILMAZ; RAVZA )  
TRANSPORT LLC; FATIH CAN; )  
and CAN CONTRACTING LLC, )  
 )  
Defendants. )

Civil Action

**ORDER OF FINAL JUDGMENT  
BY DEFAULT**

THIS MATTER HAVING BEEN opened to the Court on the application of Andrew J. Bruck, Acting Attorney General of New Jersey, (by Chandra M. Arkema, Deputy Attorney General, appearing), attorney for Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance on a motion for final judgment by default; and

Defendants, Hatice Yilmaz ("Yilmaz"), Ravza Transport LLC ("Ravza"), Faith Can ("Can"), and Can Contracting LLC ("CCL") (collectively, "Defendants"), having been duly served with copies of the Summons and Complaint in the above-captioned action, and default having been entered for Defendants' failure to appear, answer, or otherwise defend;

This Court now finds that, by falsely representing to Progressive on her application that the Dump Truck was garaged in Levittown, Pennsylvania, and only operated by one individual, when it was actually garaged in Bordentown, New Jersey, and operated by at least two individuals, Defendant Yilmaz violated N.J.S.A. 17:33A-4(f)(2), N.J.S.A. 17:33A-4(a)(3), and N.J.S.A. 17:33-4(a)(4)(b); and

This Court also finds that Can, as well as the two companies, Ravza and CCL, knowingly benefitted from the proceeds derived from Yilmaz's misrepresentations to Progressive, in violation of N.J.S.A. 17:33-4(c); and

This Court also finds that Defendants Yilmaz, Can, Ravza, and CCL conspired to falsely represent to Progressive on the application that the Dump Truck was garaged in Levittown, Pennsylvania, and only operated by one individual, when it was actually garaged in Bordentown, New Jersey, and operated by at least two individuals, thereby violating N.J.S.A. 17:33A-4(b); and

FINAL JUDGMENT is on this 29th day of September 2021, as follows:

1. \$5,000.00 against Hatice Yilmaz, individually, for the Fraud Act violations alleged in Count 1 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
2. \$5,000.00 against Fatih Can, Ravza Transport LLC, and Can Contracting LLC, jointly and severally, for the Fraud Act violations alleged in Count 2 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
3. \$5,000.00 against Hatice Yilmaz, Fatih Can, Ravza Transport LLC, and Can Contracting LLC, jointly and severally, for the Fraud Act violations alleged in Count 3 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
4. A \$1,000 Fraud Act surcharge against Hatice Yilmaz, individually, pursuant to N.J.S.A. 17:33A-5.1;
5. A \$1,000 Fraud Act surcharge against Fatih Can, individually, pursuant to N.J.S.A. 17:33A-5.1;
6. A \$1,000 Fraud Act surcharge against Ravza Transport LLC, individually, pursuant to N.J.S.A. 17:33A-5.1;
7. A \$1,000 Fraud Act surcharge against Can Contracting LLC, individually, pursuant to N.J.S.A. 17:33A-5.1;
8. Attorneys' fees in the amount of \$3,500.00 against Defendants, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b);

9. Cost of service in the amount of \$150.00 against Hatice Yilmaz, individually, pursuant to N.J.S.A. 17:33A-5(b);
10. Cost of service in the amount of \$40.00 against Fatih Can, individually, pursuant to N.J.S.A. 17:33A-5(b);
11. Cost of service in the amount of \$40.00 against Ravza Transport LLC, individually, pursuant to N.J.S.A. 17:33A-5(b);
12. Cost of service in the amount of \$150.00 against Can Contracting LLC, individually, pursuant to N.J.S.A. 17:33A-5(b).

IT IS FURTHER ORDERED, that a copy of this Order be served upon all parties within 7 days of the date of receipt.

*Sander Friedman*

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Honorable Sander D. Friedman, J.S.C.

This motion was:

\_\_\_\_\_ Opposed

  X   \_\_\_\_\_ Unopposed