

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625
Attorney for Plaintiff

By: Dakar Ross
Deputy Attorney General
NJ Attorney ID: 042171987
(609) 376-2965
Dakar.Ross@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - ESSEX COUNTY
DOCKET NO. ESX-DC-005757-22

MARLENE CARIDE,)
COMMISSIONER OF THE NEW)
JERSEY DEPARTMENT OF)
BANKING & INSURANCE,)
)
Plaintiff,)
)
v.)
)
JESUS F. MENDOZA,)
)
Defendant.)

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner") and Jesus F. Mendoza ("Defendant" or "Mendoza") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS, the Commissioner and Defendant (collectively,

the "Parties") have determined and hereby agree that this Settlement is in each of their best interests and for good cause shown.

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendant admits to one violation of the New Jersey Insurance Fraud Prevention Act ("Fraud Act"), N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically to violating N.J.S.A. 17:33A-4(a)(4)(b) in that he made a statement to Progressive Insurance Company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning a fact or thing material to an insurance application, specifically by having his insurance policy reinstated based on giving a false "Statement of No Loss" to Progressive wherein he affirmed that he had had no accidents since May 25, 2019 when, in fact, he had an accident on June 7, 2019.

2. Defendant agrees that any future violation of the Fraud Act shall be considered a second 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 \$2,775.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500 in civil penalties, pursuant to N.J.S.A. 17:33A-

4(a)(1); \$150 in attorneys' fees, pursuant to N.J.S.A. 17:33A-5(b); and \$125 in statutory surcharge, pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the judgment upon the following terms and conditions:

a. On or before January 15, 2023, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$75.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

b. Beginning February 15, 2023, Defendant shall remit the remaining balance of \$2,700.00 as follows: 36 monthly installment payments of \$75.00 each to be paid on or by the fifteenth (15) day of each month beginning on February 15, 2023, 2022 and then a last payment of \$75.00 on January 15, 2026. 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:

Rose V. McGill
Collections Department
New Jersey Department of Banking and Insurance
20 West State Street, 10th Floor

P.O. Box 325
Trenton, New Jersey 08625

6. 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 represent that this Settlement is freely and voluntary entered into without any degree of duress or compulsion.

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. In the event of the failure by Defendant to pay any Settlement Amount installment payment when due, the entire Settlement Amount shall be immediately due and payable, upon written notice by the Commissioner. Such notice shall be given to the person and address designated in the Paragraph 12 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5th) day following mailing, whichever occurs first. Defendant shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendant fails to

pay the overdue unpaid balance of the payment obligations under this Settlement within fifteen (15) calendar days from the date of notice of non-payment, then the Commissioner may take any action available under the law of this State to collect the amount outstanding at that time, including post-judgment interest from the date of the judgment, attorneys' fees expended to collect this debt, and any other remedies available under the law.

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 Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) in the amount described in Paragraph 4, plus 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. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Commissioner: Dakar Ross
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: Jesus F. Mendoza
106 Summer Avenue, 2nd Floor
Newark, New Jersey 07104

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

14. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation of Settlement shall be provided to any licensing authority in this State.


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

16. 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.

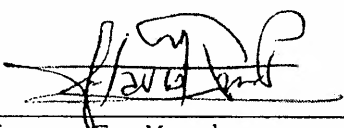
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: 2/10/2023

By: 
Dakar Ross
Deputy Attorney General

Dated: 1/24/23

By: 
Jesus F. Mendoza
Pro Se Defendant, on behalf of
himself