

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

**FILED**  
**JUL 07 2023**  
**Joseph L. Rea, J.S.C.**

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

SUPERIOR COURT OF NEW JERSEY  
CIVIL DIVISION, MIDDLESEX COUNTY  
DOCKET NO. MID-L-003613-22

MARLENE CARIDE,	)	
COMMISSIONER, NEW JERSEY	)	
DEPARTMENT OF BANKING AND	)	<u>Civil Action</u>
INSURANCE,	)	<b><u>CONSENT JUDGMENT</u></b>
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
DIAMOND CHAMPION,	)	
	)	
Defendant.	)	

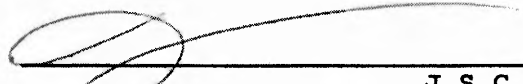
This matter having been brought before the Court by Matthew J. Platkin, Attorney General of the State of New Jersey, Attorney for Plaintiff, Commissioner of the New Jersey Department of Banking and Insurance, (Dakar R. Ross, Deputy Attorney General, appearing), and the undersigned parties having executed a Stipulation of Settlement and consented to the form and entry of

this Order;

IT IS ON THIS 7<sup>th</sup> day of July, 2023,

**ORDERED** that Judgment shall be and hereby is entered against Defendant Diamond Champion and in favor of Plaintiff, Commissioner of the New Jersey Department of Banking and Insurance, in the amount of \$5,750.00. This amount shall be paid under the terms of the Stipulation of Settlement. This amount consists of civil penalties in the amount of \$5,000 for two violations of the New Jersey Insurance Fraud Prevention Act pursuant to N.J.S.A. 17:33A-4(a)(3); attorneys' fees and costs in the amount of \$500.00, pursuant to N.J.S.A. 17:33A-5(b); and a statutory fraud surcharge against each defendant in the amount of \$250.00, pursuant to N.J.S.A. 17:33A-5.1, which is separate and apart from the civil penalty; and

**IT IS FURTHER ORDERED**, that a copy of this order shall be served on the Defendant within 10 days of the date hereof, via certified mail RRR and regular mail.

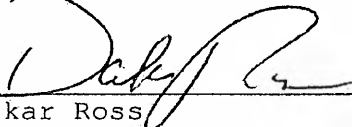
  
\_\_\_\_\_  
JOSEPH L. REA, J.S.C. J.S.C.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: April 14, 2023

By:

  
Dakar Ross  
Deputy Attorney General

Defendant, pro se

DATED: 03/3/2023

  
Diamond Champion, for herself

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Richard J. Hughes Justice Complex  
25 Market Street  
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Attorney for Plaintiff

By: Dakar Ross  
Deputy Attorney General  
NJ Attorney ID: 042171987  
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Dakar.Ross@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY  
CIVIL DIVISION, MIDDLESEX COUNTY  
DOCKET NO. MID-L-003613-22

MARLENE CARIDE,  
COMMISSIONER, NEW JERSEY  
DEPARTMENT OF BANKING AND  
INSURANCE,  
  
Plaintiff,  
  
v.  
  
DIAMOND CHAMPION,  
  
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 Diamond Champion ("Defendant") 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 two violations of the New Jersey Insurance Fraud Prevention Act ("Fraud Act"), N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically first to violating N.J.S.A. 17:33A-4(a)(3) by failing to disclose to Plymouth Rock Assurance that her Infiniti had been stolen at the time she applied for insurance coverage on said vehicle, and second to violating N.J.S.A. 17:33A-4(a)(1) by providing a false statement in support of an insurance claim in that she reported her Infinity had been stolen on October 18, 2021 when, in fact, it was stolen on October 11, 2021.

2. Defendant agrees that any future violation of the Fraud Act shall be considered an additional and separate violation.

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

4. Defendant shall pay a total judgment of \$5,750.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$5,000 in civil penalties, pursuant to N.J.S.A. 17:33A-

4(a)(1); \$500 in attorneys' fees, pursuant to N.J.S.A. 17:33A-5(b); and \$250 in statutory surcharge for each defendant, pursuant to N.J.S.A. 17:33A-5.1.

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

a. Immediately upon signing this settlement, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$250.00 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. Defendant shall remit the remaining balance of \$5,500.00 as follows: thirty-four (34) monthly installment payments of \$160.00 each to be paid on or by the fifteenth (15) day of each month beginning on April 15, 2023 through January 15, 2026, and then a last payment of \$60.00 made on February 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 represents that this Settlement is freely and voluntarily 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 (5<sup>th</sup>) 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: Diamond Champion  
58 Colonial Avenue  
Trenton, N.J. 08618

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: April 14, 2023

By:   
Dakar Ross  
Deputy Attorney General

Defendant, pro se

DATED: 03/23/2023

  
Diamond Champion, for herself