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SUPERIOR COURT OF NEW JERSEY
SALEM COUNTY-SPECIAL CIVIL PART
DOCKET NO. SLM-DC-6-23

JUSTIN ZIMMERMAN, ACTING
COMMISSIONER OF THE NEW
JERSEY DEPARTMENT OF
BANKING & INSURANCE,

Plaintiff,

v.

JANIYA A. SIMON,

Defendant.

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner"), and Defendant Janiya A. Simon ("Defendant"), collectively "Parties," have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS the Parties have determined and hereby agree that settlement is in each of their best interests, and for good cause shown.

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.

1. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), by making false statements to Citizens United Reciprocal Exchange ("CURE") on an automobile insurance application dated December 9, 2021, specifically by falsely representing to CURE that she resided and garaged the insured vehicle in New Jersey, when, in fact, she resided and garaged the insured vehicle in Georgia.

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violation of the Fraud Act shall be considered second and subsequent violations.

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

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

17:33A-5(b); and \$125.00 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. Immediately upon execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner payment in the amount of \$500.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Garen Gazaryan, 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 \$2,625.00 in twenty-four (24) monthly installment payments of \$109.38 each, to be paid on or by the first day of each month, beginning August 1, 2023, until the full Settlement Amount has been paid, by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

New Jersey Department of Banking and Insurance
Collections Department
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 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 date and to collect this debt, and any other remedies available under the law.

8. 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) as described above in paragraph 4, and all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

9. 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.

10. 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.

11. 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.

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

If to the Department: Garen Gazaryan, 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 Janiya A. Simon: 2002 Philips Ave SE,
 Atlanta, Georgia 30315

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 appropriate licensing authority.


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.

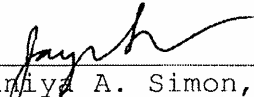
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: 8/05/2023

By: 
Garen Gazaryan
Deputy Attorney General

Dated: 8/05/2023

By: 
Janiya A. Simon,
Defendant