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Attorney for Plaintiff

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SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART - PASSAIC COUNTY  
DOCKET NO. PAS-DC-7406-23

JUSTIN ZIMMERMAN<sup>1</sup>, )  
COMMISSIONER OF THE NEW )  
JERSEY DEPARTMENT OF )  
BANKING & INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
MOSTAFA ALI, )  
 )  
Defendant. )

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS, Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner") and Mostafa Ali ("Ali" or "Defendant") have reached an amicable agreement resolving the issues in controversy,

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<sup>1</sup> Pursuant to R. 4:34-4, the caption has been revised to reflect the current Acting Commissioner of the Department.

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)(3), in that Ali failed to disclose in an application for an automobile insurance policy with New Jersey Manufacturers Insurance Company ("NJM") that the insured vehicle had sustained flood damage, prior to adding the comprehensive coverage to an existing NJM insurance policy.

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 settlement of in the amount of \$5,750 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of civil penalties in the amount of

\$5,000 for one violation 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 in the amount of \$250.00.

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

a. Immediately upon signing this Stipulation, Defendants shall remit to the attorney for the Commissioner a payment in the amount of \$5,750.00 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

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. 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 Defendants agree 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.

8. 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.

9. 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.

10. 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: Peter G. Aziz, Esq.  
1115 Clifton Ave  
Suite 204  
Clifton, NJ 07013

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

12. 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.

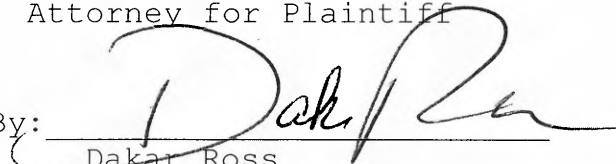
13. This Settlement can be used in any subsequent civil or criminal proceeding.

14. 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: February 7, 2024

By:   
Dakar Ross  
Deputy Attorney General

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

Attorney for Defendant

Dated: 2/3/2024

By: DocuSigned by:  
Peter G. Aziz Esq.  
B76ED303CFAE41C...  
Peter Aziz, Esq.

Dated: 2/3/2024

By: DocuSigned by:  
MOSTAFA ALI  
01680509CB7345C...  
Mostafa Ali  
On behalf of himself