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SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART - BERGEN COUNTY  
DOCKET NO. BER-L-001295-24

JUSTIN ZIMMERMAN,	)	
COMMISSIONER OF THE	)	<u>Civil Action</u>
NEW JERSEY DEPARTMENT OF	)	
BANKING AND INSURANCE, <sup>1</sup>	)	<b>STIPULATION OF SETTLEMENT</b>
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
RICHARD J. HAMEDL,	)	
	)	
Defendant.	)	

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

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

WHEREAS the Parties have determined and hereby agree that 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 that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically by: (i) falsely representing to Progressive Garden State Insurance Company ("Progressive") on an application dated August 14, 2020 ("Application") for an automobile insurance policy ("Policy") to insure a 2019 BMW X6 ("BMW") that he was the only driver of the BMW when, in fact, Stella Aurora ("Aurora") was a driver of the BMW, Defendant made a written statement to an insurance company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(4)(b) and -4(a)(5); (ii) failing to disclose to Progressive on the Application that he did not own the BMW, but rather the BMW was owned by Aurora, and therefore he had no insurable interest in the BMW, Defendant made a written statement to an insurance company for the purpose of obtaining an insurance policy knowing that the statement contained false or misleading information concerning facts material to the insurance application,

in violation of N.J.S.A. 17:33A-4(a)(4)(b) and -4(a)(5).

2. Defendant further admits that he violated the Fraud Act by: (i) failing to disclose to Progressive on a telephone call on August 27, 2020 that he made to lower his comprehensive and collision deductibles on the Policy that the BMW was damaged in an accident on August 26, 2020 ("Accident"), Defendant made an oral statement to an insurance company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(4)(b) and -4(a)(5); (ii) falsely representing to Progressive on a telephone call on September 3, 2020 to make a First Notice of Loss ("FNOL") that the BMW was damaged on September 3, 2020 while parked in New York when, in fact the BMW was never damaged in New York, and, rather, the BMW was damaged in New Jersey on August 26, 2020 from the Accident, Defendant made an oral statement to an insurance company in support of a claim for payment or other benefit pursuant to an insurance policy knowing that the statement contained false information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(1); and (iii) falsely representing to Progressive on a telephone call on September 8, 2020 that (a) the BMW was damaged in New York when, in fact, it was damaged from the Accident in New Jersey, and (b) that there was no damage to the BMW prior to the FNOL, i.e., September 3, 2020 when,

in fact, the BMW was damaged a few days prior to the FNOL in the Accident on August 26, 2020, Defendant made an oral statement to an insurance company in support of a claim for payment or other benefit pursuant to an insurance policy knowing that the statement contained false information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(1).

3. Defendant's aforementioned conduct constitutes four (4) violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(b).

4. Defendant agrees that he shall not engage in any future violations of the Fraud Act.

5. Defendant shall pay a total judgment of \$5,750.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$5,000.00 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 a \$250.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

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

a. Immediately upon execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Commissioner a lump sum 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 (or hand delivered to):

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

b. Further, Defendant shall write "DOL 22-02881" on the memo line or elsewhere on the face of the form of payment.

7. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by Defendant in agreeing to this Stipulation. Defendant represents that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion.

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) in the amount stated in Paragraph 6, plus all reasonable costs of collection and enforcement of this Stipulation, including attorneys' fees and expenses.

9. For purposes of construction, this Stipulation shall be deemed drafted by all Parties to this Stipulation and therefore shall not be construed against any Party for that reason in any subsequent dispute.

10. The undersigned counsel for Plaintiff, and Defendant *pro se*, represent and warrant that they are fully authorized to execute this Stipulation on behalf of Plaintiff and Defendant.

11. All communications from any Party concerning the subject matter of this Stipulation shall be addressed as follows:

If to the Commissioner: Brian R. Fitzgerald  
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: Richard J. Hamedl  
69 Main Street  
PH 3  
Fort Lee, New Jersey 07024

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

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

14. This Stipulation may be used in any subsequent civil or criminal proceedings.

15. The penalties included in this Stipulation 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: 1/7/25

By: 

Brian R. Fitzgerald  
Deputy Attorney General

Dated: 1/3/25

By: 

Richard J. Hamedl  
Defendant, *pro se*