

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

By: Brian R. Fitzgerald
Deputy Attorney General
(609) 376-2965
NJ Attorney ID: 024972004
brian.fitzgerald@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - BURLINGTON COUNTY
DOCKET NO. BUR-L-001002-20

JUSTIN ZIMMERMAN,)	
COMMISSIONER OF THE)	<u>Civil Action</u>
NEW JERSEY DEPARTMENT OF)	
BANKING AND INSURANCE, ¹)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
MACHELL PETTIS,)	
)	
Defendant.)	

WHEREAS Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Machell Pettis ("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").

¹ Pursuant to R. 4:34-4, the caption has been revised to reflect the current Acting 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 she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically: (i) by falsely representing to New Jersey Manufacturer's Insurance Company ("NJM") that flood damage to her basement occurred in 2009 ("2009 Claim") when, in fact, the damage she reported in connection with the 2009 Claim was the same damage that she claimed in 2005 ("2005 Claim"), and which damage had not been repaired, and (ii) by falsely representing to NJM that flood damage to her basement occurred in 2011 ("2011 Claim"), when, in fact, the damage she reported in connection with the 2011 Claim was the same damage she reported in connection with the 2005 Claim and the 2009 Claim, which damage had not been repaired, Defendant made false written and oral representations to an insurance company in support of a claim for payment pursuant to an insurance policy knowing that the statements contained false or misleading information concerning facts material to the claims, both in violation of N.J.S.A. 17:33A-4(a)(1).

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(c).

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 \$5,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b) for two (2) violations of the Fraud Act; \$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.

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 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:

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. Defendant shall remit the remaining balance of \$5,500.00 in (i) thirty-five (35) monthly installment payments of \$152.00 each, and (ii) a final thirty-sixth (36th) payment of \$180.00, each payment to be paid on or by the first day of each month, beginning March 1, 2025, 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 & Insurance
Attn: Collections Section
P.O. Box 325
Trenton, NJ 08625

c. Defendant shall write "DOL 19-01490" on the memo line or elsewhere on the face of each payment.

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 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 Settlement Amount, which will be docketed with the Superior Court of New Jersey as a statewide

lien. A warrant of satisfaction shall be issued when the Settlement Amount is paid in full.

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 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.

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) and 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: 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: Alan D. Bowman, Esq.
1 Gateway Center
Suite 2600
Newark, New Jersey 07102

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 Stipulation of Settlement may be used in any subsequent civil or criminal proceedings.

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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:

2/6/2025

By:



Brian R. Fitzgerald
Deputy Attorney General
Counsel for Plaintiff

Dated:

2-7-2025

By:



Machell Pettis
Defendant

Dated:

2-6-25

By:



Alan D. Bowman, Esq.
Counsel for Defendant