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

AY 20-50170-38
Q1-02996

By: Anna M. Lascurain
Deputy Attorney General
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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - BERGEN COUNTY
DOCKET NO. BER-DC-023017-24

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

Civil Action

STIPULATION OF SETTLEMENT

v.)

SPECIAL CIVIL PART: STATUTORY PENALTIES

AMOUNT IN CONTROVERSY: \$6,828.94

RUBEN HENAO d/b/a/)
HENAO'S LANDSCAPING)
AND CONSTRUCTION,)

Defendants.

WHEREAS, Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendants Ruben Henao ("Defendant Henao") d/b/a Henao Landscaping and Construction ("Henao Landscaping") ("collectively Defendants" and collectively with the Plaintiff the "Parties") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within

Stipulation of Settlement ("Stipulation") limited to the claims specified in the Complaint herein.

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

WHEREAS, the Plaintiff is authorized to institute suit for civil penalties and other relief against any person who violates the provisions of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"); and

WHEREAS, the Parties consent to the entry of the within Stipulation pursuant to the terms and conditions set forth below.

1. Defendant Henao admits that he knowingly failed to disclose himself as the sole operator of a vehicle on an application to Progressive Insurance Company ("Progressive") for a commercial automobile insurance policy issued to Defendant Henao Landscaping in violation of N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(5).

2. Defendant Henao agrees that he shall not engage in any future violations of the Fraud Act. Any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(b).

3. Defendant Henao shall pay Plaintiff the total amount of \$2,150.00 (the "Settlement Amount"), consisting of \$1,500.00

in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5.1; and, pursuant to N.J.S.A. 17:33A-5.1, a statutory surcharge due from Defendant Henao in the amount of \$75.00 and a statutory surcharge due from Defendant Henao Landscaping in the amount of \$75.00.

4. Defendant Henao shall pay the Settlement Amount on the following terms:

a. Upon execution of this Stipulation, Defendant Henao shall make a \$150 initial payment by certified check, official bank check, or money order ("Initial Payment") made payable to the "Commissioner, New Jersey Department of Banking and Insurance."

b. Commencing on March 15, 2025, and on 15th of the month thereafter, Defendant Henao shall make monthly payments of \$200.00 payable to the "Commissioner, New Jersey Department of Banking and Insurance" until such time as the Settlement Amount is paid in full.

c. Additionally, Defendants agree to execute a separate Consent Judgment which will be filed with the Court and recorded as a statewide lien for the full Settlement Amount payable to Plaintiff in the amount of \$2,150, and for restitution payable to Progressive pursuant to N.J.S.A. 17:33A-26 in the amount of \$4,778.94 ("Consent Judgment").

d. After the Initial Payment, all payments to Plaintiff

of the Settlement Amount 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:

Collections Department
New Jersey Department of Banking and Insurance
20 West State Street, 10th Floor
P.O. Box 325
Trenton, New Jersey 08625

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

6. 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 stated in Paragraph 3.

7. The Stipulation and the Consent Judgement shall be filed with Court and constitute the final resolution of all claims set forth in the Complaint.

8. 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.

9. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons indicated below.

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

If to the Plaintiff:

Anna M. Lascurain, DAG
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

If to the Defendants:

Law Offices of Lawrence Callegari, Esquire
685 Broadway, Suite A
Paterson, New Jersey 07514

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

12. The penalties of 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:

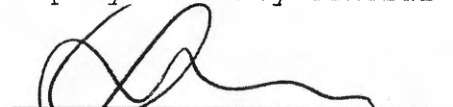
MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

Dated: 3-18-2025

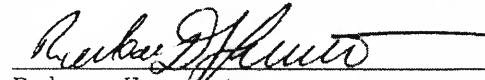
By:


Anna M. Lascurain
Deputy Attorney General

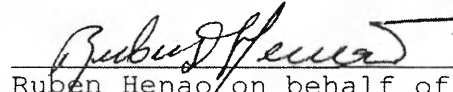
Dated: 2-14-2025


Lawrence Callegari, Esq.

Dated:


Ruben Henao

02-14-2025
Dated:


Ruben Henao on behalf of
Henao's Landscaping and
Construction