MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
*Attorney for Plaintiff*
Richard J. Hughes Justice Complex
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By:   Chandra M. Arkema
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      (609) 376-2965
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|---|---|
| | SUPERIOR COURT OF NEW JERSEY |
| | LAW DIVISION – BERGEN COUNTY |
| | DOCKET NO. BER-L-001654-25 |

JUSTIN ZIMMERMAN,                    )
COMMISSIONER OF THE                  )            Civil Action
NEW JERSEY DEPARTMENT OF             )
BANKING AND INSURANCE,               )      **STIPULATION OF SETTLEMENT**
                                     )
Plaintiff,                           )
                                     )
v.                                   )
                                     )
BERKEN RANDOLPH,                     )
                                     )
                                     )
Defendant.                           )

      WHEREAS Plaintiff, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant, Berken Randolph ("Defendant"), 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, 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 falsely representing to Progressive on his application that he lived in Dumont, New Jersey, and garaged the policy vehicle there, when in fact he lived in Brooklyn, New York, where the insured vehicle was actually garaged, in violation of N.J.S.A. 17:33A-4(a)(4)(a), N.J.S.A. 17:33A-4(a)(3), and N.J.S.A. 17:33A-4(a)(4)(b).  Defendant also admits that, in support of an insurance claim, he failed to disclose his true address and falsely claimed to Progressive on February 1, 2020, and February 2, 2020, that he resided in New Jersey, where the policy vehicle was also primarily garaged, when in fact he resided in New York, where the policy vehicle was actually garaged, in violation of N.J.S.A. 17:33A-4(a)(1) and N.J.S.A. 17:33A-4(a)(3).   Further, Defendant admits that he violated N.J.S.A. 17:33A-4(a)(1), N.J.S.A. 17:33A-4(a)(2) and N.J.S.A. 17:33A-4(a)(3) by submitting to Progressive fake and fabricated proof of residence documents, in support of his

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misrepresentation that he lived in Dumont, New Jersey, and garaged the policy vehicle.

    2. Defendant's aforementioned conduct constitutes three (3) violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to N.J.S.A. 17:33A-5(c).

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

    4. Defendant shall pay a total settlement amount of $4,175.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of $3,500.00 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 a $175.00 statutory surcharge, pursuant to N.J.S.A. 17:33A-5.1.

    5. Defendant shall satisfy the settlement in favor of the Commissioner upon the following terms and conditions:

    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 $4,175.00 **by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance"** and sent to:

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Chandra M. Arkema
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 voluntary 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 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.

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.

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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:   Chandra M. Arkema
                          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:          Berken Randolph
                          1812 Vyse Avenue, Apt. 7H
                          Bronx, New York 10460

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 appropriate licensing authority.

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

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: June 24, 2025

By: _Chandra Arkema_
Chandra M. Arkema
Deputy Attorney General

Dated: 6-17-2025

By: _B. Randolph_
Berken Randolph
Defendant