

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 - MIDDLESEX COUNTY
DOCKET NO. MID-L-004136-21

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

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

¹ 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 Insurance Company ("Progressive") on his February 9, 2018 application for an automobile insurance policy that he resided and garaged his insured vehicle in New Jersey when, in fact, he resided and garaged his insured vehicle in New York, in violation of N.J.S.A. 17:33A-4(a)(4)(a) and -4(a)(4)(b); (ii) concealing and/or knowingly failing to disclose to Progressive during a telephone call on April 18, 2018 in support of his automobile damage claim from an accident that he resided and garaged his insured vehicle in New York; and (iii) falsely representing to Progressive during telephone calls on May 1 and May 8, 2018 in support of his damage claim that he resided and garaged his insured vehicle in New Jersey when, in fact, he resided and garaged his insured vehicle in New York, in violation of N.J.S.A. 17:33A-4(a)(1).

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 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 judgment of \$ \$3,125.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties for three (3) violations of the Fraud Act 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 \$125.00 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 by Defendant, and no later than July 1, 2025, Defendant shall remit to the attorney for the Commissioner a down 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

\$2,875.00 in (i) thirty-five (35) monthly installment payments of \$80.00 each, and (ii) a final thirty-sixth (36th) payment of \$75.00, each payment to be paid on or by the first day of each month, beginning August 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:

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

c. Defendant shall write "DOL 21-00949" 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 Stipulation has been made to or relied upon by Defendant in agreeing to this Stipulation. Defendant represents that this Stipulation is freely and voluntary entered into without any degree of duress or compulsion.

7. In conjunction with the execution of this Stipulation, 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 of this Stipulation 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 Stipulation 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) in the amount stated in Paragraph 4 of this

Stipulation, plus all reasonable costs of collection and enforcement of this Stipulation, including attorneys' fees and expenses.

10. 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.

11. 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.

12. 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: Marc Bailey
62 Pennsylvania Avenue
Apartment 3B
Brooklyn, NY 11207

13. This Stipulation 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 shall be provided to any appropriate licensing authority.

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

16. 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
Attorney for Plaintiff

Dated: 7/25/25

By: 

Brian R. Fitzgerald
Deputy Attorney General
Counsel for Plaintiff

Dated: 7/14/25

By: 

Marc Bailey
Defendant, *pro se*