

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

By: Anna M. Lascurain  
Deputy Attorney General  
NJ Attorney ID: 006211994  
(609) 376-2965  
anna.lascurain@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BERGEN COUNTY  
DOCKET NO. BER-L-002387-25

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

WHEREAS, Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant Ramdeo Ramsaran ("Defendant") 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 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 under the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") to institute suit for civil penalties and other relief against any person who violates the provisions of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b).

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

1. Defendant admits that he presented false statements to the Hudson Insurance Company for disability benefits in violation of the Fraud Act, specifically N.J.S.A 17:33A-4(a)(1) and 17:33A-4(a)(3)(a) and (b).

2. Defendant 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 shall pay Plaintiff the total amount of \$10,275.00 (the "Settlement Amount"), consisting of \$9,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$300.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5.1; and a statutory surcharge of \$475.00 pursuant to N.J.S.A. 17:33A-5.1.

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

a. Defendant agrees to sign a Consent Judgment for the entire Settlement Amount which will be filed with the Court.

b. No later than June 30, 2025, Defendant shall make an initial down payment of \$500.00 ("Initial Payment") to the "Commissioner, New Jersey Department of Banking and Insurance" and send the Initial Payment to counsel for the Plaintiff.

c. After the Initial Payment, Defendant shall pay \$200.00 per month until such time as the entire Settlement Amount is paid in full.

d. All monthly payments shall be made by certified check or official bank check 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 Defendant in agreeing to this

Stipulation. Defendant represents 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 Defendant agrees to pay Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) in the amount stated in Paragraph 3.

7. 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.

8. 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.

9. 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 Defendant:

Mr. Adam Tuttle, Esquire  
310 Cedar Lane, Unit 3D  
Teaneck New Jersey 07666

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

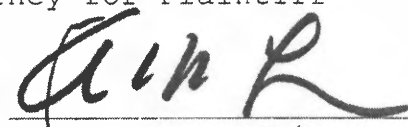
11. The penalties of this Stipulation are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

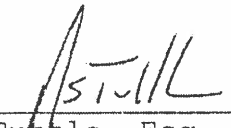
Dated: 10-21-2025

By:

  
Anna M. Lascurain  
Deputy Attorney General

Dated:

7/14/25

  
Adam Tuttle, Esq.  
On behalf of Ramdeo Ramsaran

Dated:

7/14/25

  
Ramdeo Ramsaran