

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

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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - PASSAIC COUNTY
DOCKET NO. PAS-DC-19493-25

SUSAN OCHS, ACTING)
COMMISSIONER OF THE NEW)
JERSEY DEPARTMENT OF)
BANKING & INSURANCE,¹)
)
Plaintiff,)
)
v.)
)
GUISSELLA M. ALIAGA,)
)
Defendant.)

STIPULATION OF SETTLEMENT

WHEREAS, Plaintiff Susah Ochs, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant Guissella M. Aliaga ("Defendant") (collectively with Plaintiff, the "Parties") have reached an amicable agreement

¹ Pursuant to R. 4:34-4, the caption has been revised to reflect the current Acting Commissioner of the Department.

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, 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");

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions in the Stipulation as set forth below.

1. Defendant admits that she violated the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(4)(b) and -4(a)(5), by knowingly making false statements to Drive New Jersey Insurance Company ("Progressive") material to an application for an automobile insurance policy, and by concealing and/or knowingly failing to disclose facts material to the application to Progressive at the time of her application on September 27, 2021 by not identifying her son as an additional driver.

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. Any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(b).

4. Defendant shall pay Plaintiff the total amount of \$2,075.00 (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 Aliaga in the amount of \$75.00.

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

a. Immediately upon execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$500.00, 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, NJ 08625

b. Defendant shall remit the remaining balance of \$1,575.00 in (i) thirty-five (35) monthly installment payments of \$100.00 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 April 1, 2026, 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, NJ 08625

c. Defendant shall write "DOL 22-00298" on the memo line or elsewhere on the face of all payments.

6. Additionally, Defendant agrees to execute a separate Order of Entry of Judgment by Consent which will be filed with the Court and docketed as a statewide lien for the full Settlement Amount payable to Plaintiff in the amount of \$2,075.00 ("Consent Judgment"). A warrant of satisfaction shall be issued when the Settlement Amount is paid in full.

7. 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 voluntarily entered into without any degree of duress or

compulsion.

8. In the event of the failure by Defendant to pay any Settlement Amount installment payment when due as set forth in Paragraph 5, 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 13 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. The Stipulation and the Consent Judgement shall be filed with Court and constitute the final resolution of all claims set forth in the Complaint.

11. 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.

12. 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.

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

If to Plaintiff:

Brian R. Fitzgerald
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, NJ 08625-0117

If to Defendant:

Guisella Aliaga
154 Ryerson Avenue
Paterson, NJ 97502

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

15. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation shall be provided to any appropriate licensing authority.

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

17. 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:

JENNIFER DAVENPORT
ACTING ATTORNEY GENERAL
OF NEW JERSEY

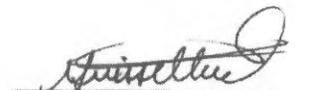
Dated: 2/24/2026

By:



Brian R. Fitzgerald
Deputy Attorney General
Counsel for Plaintiff

Dated: 2/16/26


Guissella Aliaga
Defendant, *pro se*