

GURBIR S. GREWAL  
 ATTORNEY GENERAL OF NEW JERSEY  
 Richard J. Hughes Justice Complex  
 25 Market Street  
 P.O. Box 117  
 Trenton, New Jersey 08625-0117  
 Attorney for Plaintiff

By: Telge N. Peiris (183962017)  
 Deputy Attorney General  
 (609) 376-2965  
 Telge.Peiris@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY  
 SPECIAL CIVIL PART, HUDSON COUNTY  
 DOCKET NO. HUD-DC-015303-18

MARLENE CARIDE,  
 COMMISSIONER, NEW JERSEY  
 DEPARTMENT OF BANKING AND  
 INSURANCE,

Plaintiff,

v.

UNIQUA BRYANT

Defendant.

)  
 )                                    Civil Action  
 )                                    **STIPULATION OF SETTLEMENT**  
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WHEREAS, Plaintiff, Marlene Caride, Commissioner of the  
 New Jersey Department of Banking and Insurance ("Plaintiff" or  
 "Commissioner"), and Defendant Uniqua Bryant, ("Defendant")  
 (collectively, "Parties") have reached an amicable agreement  
 resolving the issues in controversy, and consented to the entry of  
 the within Stipulation of Settlement ("Settlement").

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

NOW THEREFORE, , the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. This Settlement is effective on the date of signature of the last signatory of the Settlement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement.

2. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (the "Fraud Act"), specifically N.J.S.A. 17:33A-4a(1), on January 21, 2015 by knowingly providing false and misleading statements concerning a material fact in support of Defendant's claim for payment or other insurance benefit submitted to Progressive Insurance Company ("Progressive"), specifically by falsely representing to Progressive that her vehicle was involved in an automobile accident on January 21, 2015, when in fact, Defendant's vehicle had been repossessed by the lienholder on January 20, 2015. Defendant's conduct constitutes one violation of the Fraud Act, and any future violation of the Fraud Act shall be considered a subsequent violation.

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

4. Defendant shall pay a total judgment of \$2,875.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$250.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and \$125.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the Settlement Amount on the following terms and conditions:

a. Immediately on execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$247.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Telge N. Peiris, 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 \$2,628.00 to be paid in monthly installment payments of \$73.00

each, to be paid on or before the first day of each month, beginning in May 01, 2019, for 36 consecutive months via certified check, official bank check, or money order sent to the Commissioner and addressed as follows:

Rose McGill, Collections Department  
Department of Banking and Insurance  
20 West State Street  
P.O. Box 325  
Trenton, New Jersey 08608

6. On paying the Settlement Amount, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid. All interest in the monies, and any subsequent interest income derived therefrom, shall inure entirely to the benefit or direction of Plaintiff.

7. In conjunction with the execution of this Stipulation of Settlement, 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.

8. 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 voluntarily entered into without any degree of duress or compulsion.

9. 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 the Paragraph 17 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 Settlement 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.

10. 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 all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

11. 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.

12. 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.

13. This Settlement constitutes the complete agreement between the Parties, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Settlement.

14. In the event that any one or more of the provisions contained in this Settlement, other than provisions concerning payment, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement.

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

If to the Commissioner: Telge N. Peiris, 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: Uniqua Bryant  
22 Ruby Brown Terrace  
Jersey City, New Jersey 07305

16. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Settlement will be the Superior Court of the State of New Jersey.

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

18. 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.

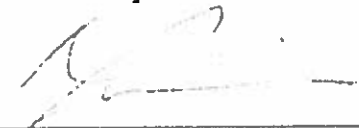
19. This Settlement can be used in any subsequent civil or criminal proceeding.

20. 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:

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

Dated: March 21, 2019 By:

  
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Telge N. Peiris  
Deputy Attorney General

Dated: March 14, 2019

  
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Uniqua Bryant, Defendant