

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

By: Jessica Lugo
Deputy Attorney General
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-MONMOUTH COUNTY
DOCKET NO. MON-L-001933-19

MARLENE CARIDE,)	
COMMISSIONER, NEW JERSEY)	Civil Action
DEPARTMENT OF BANKING AND)	
INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
TINA PERSICO,)	
)	
Defendant.)	

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Tina Persico ("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 the Parties have determined and hereby agree that this 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 she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), by (a) causing her aunt to falsely report to New Jersey Manufacturers Insurance Company ("NJM") that she had not been involved in an accident during the time that her insurance policy was lapsed, in violation of in violation of N.J.S.A. 17:33A-4(a)(1); and (b) by falsely representing to NJM that she was involved in an automobile accident after her insurance policy had been reinstated, in violation of N.J.S.A. 17:33A-4(a)(1).

2. Defendant's aforementioned conduct constitutes multiple violations 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 \$3,625.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-4(a)(1); \$1,000.00 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 judgment upon the following terms and conditions:

a. 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 \$3,625.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Jessica Lugo, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

6. Defendant shall remit restitution in the amount of \$2,489.71 directly to NJM, with proof of full payment to to be furnished to:

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

7. 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.

8. 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 judgment amount, which will be docketed with the Superior Court of New Jersey as a statewide lien.

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

10. 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.

11. 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.

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

If to the Commissioner: Jessica Lugo
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: William P. Mikita, Esq.
Mikita & Roccanova, LLC
1301 Highway 36
Bldg. 1, Ste. 105
Hazlet, New Jersey 07760
Attorney for Defendant Tina Persico

13. This Settlement 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 of Settlement shall be provided to any appropriate licensing authority.

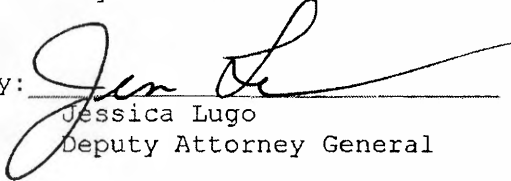
15. This Settlement can be used in any subsequent civil or criminal proceeding.

16. 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:

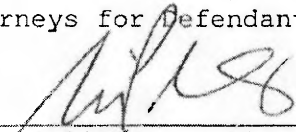
GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: 3/5/21

By: 
Jessica Lugo
Deputy Attorney General

Mikita & Roccanova, LLC
Attorneys for Defendant

Dated: 1/18/21

By: 
William P. Mikita, Esq.

Dated: 10/28/20

By: 
Tina Persico, Defendant