

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

By: Dakar Ross  
Deputy Attorney General  
NJ Attorney ID: 042171987  
(609) 376-2965  
Dakar.Ross@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART - UNION COUNTY  
DOCKET NO. UNN-DC-000877-20

MARLENE CARIDE, )  
COMMISSIONER OF THE NEW )  
JERSEY DEPARTMENT OF )  
BANKING & INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ALFREDO CORDERO, )  
 )  
Defendant. )

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner") and Alfredo Cordero ("Cordero" or "Defendant") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS, the Commissioner and Defendant (collectively,

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 to one violation of the New Jersey Insurance Fraud Prevention Act ("Fraud Act") pursuant to N.J.S.A. 17:33A-4(a)(3) by concealing or knowingly failing to disclose the occurrence of an event which affects any person's initial right or entitlement to any insurance benefit or payment, specifically by concealing and failing to disclose on his application for automobile insurance with Progressive that his son was, in fact, a household resident, licensed driver and frequent operator of an insured vehicle.

2. Defendant agrees that any future violation of the Fraud Act shall be considered a second violation.

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

4. Defendant shall pay a total judgment of \$2,075.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$1,500 in civil penalties, pursuant to N.J.S.A. 17:33A-4(a)(1); \$500 in attorneys' fees, pursuant to N.J.S.A. 17:33A-5(b); and \$75 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. On or before May 10, 2021, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$1,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

b. Beginning June 1, 2021, Defendant shall remit the remaining balance of \$1,075.00 as follows: 10 monthly installment payments of \$100.00 each to be paid on or by the fifteenth (15) day of each month beginning on June 1, 2021; and then a last payment of \$75.00 on April 1, 2022. All payments shall be made by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent 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

6. 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 represent that this Settlement is freely and voluntary entered into without any degree of duress or compulsion.

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

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 the Paragraph 12 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 (5<sup>th</sup>) 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 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 described above, and 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: Dakar Ross  
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: Alfredo Cordero  
745 Jersey Avenue  
2nd floor  
Elizabeth, New Jersey 07202

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 licensing authority in this State.

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: May 3, 2021

By: /s/Dakar Ross  
Dakar Ross  
Deputy Attorney General

Dated: 04/25/2021

By: Alfredo  
Alfredo Cordero  
Pro Se Defendant, on behalf of  
himself