

ANDREW J. BRUCK
ACTING 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: Dakar Ross
Deputy Attorney General
NJ Attorney ID No. 042171987
(609) 376-2965
Dakar.Ross@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CAPE MAY COUNTY
DOCKET NO. CPM-L-000114-20

_____)	
)	
MARLENE CARIDE, COMMISSIONER OF)	<u>Civil Action</u>
THE NEW JERSEY DEPARTMENT OF)	
BANKING AND INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
JAMIES DAVIES,)	
)	
Defendant.)	
_____)	

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Jamie Davies ("Davies" 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 that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") as alleged in the Complaint.

2. Any future violations of the Fraud Act shall be considered subsequent violations.

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

4. Defendant shall pay a total judgment of \$4,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500 in civil penalties pursuant to N.J.S.A. 17:33A-4(a)(1); \$1,375.00 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. On or before December 15, 2021, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$4,000.00 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

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 represents that this Settlement is freely and voluntarily entered into without any degree of duress or compulsion.

7. 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 Defendants agree to pay Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) in the amount stated in paragraph 4, and all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

8. 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.

9. 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.

10. 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: Andrew J. Thomson, Esquire
EDELSTEIN LAW, LLP
230 S. Broad Street
Suite 900
Philadelphia, PA 19102

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

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

13. 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:

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL
OF NEW JERSEY
Attorney for Plaintiff

Dated: 11/03/2021

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

Dated: 10/29/2021

By: Jamie Davies
Jamie Davies, on behalf of
herself

Dated: 11/1/21

EDELSTEIN LAW, LLP
Attorneys for Defendant
By: [Signature]
Andrew J. Thomson, Esquire