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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - OCEAN COUNTY  
DOCKET NO. OCN-DC-007549-21

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

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant, Melissa Naphier ("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 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"), specifically by failing to disclose that her vehicle was just damaged in an accident when applying for the automobile insurance policy, in violation of N.J.S.A. 17:33A-4(a)(3), and falsely representing to an insurance company that the vehicle was not involved in any accidents or damaged, when she applied to reinstate the automobile insurance policy, when in fact damage had occurred minutes before she reinstated the policy, in violation of N.J.S.A. 17:33A-4(a)(4)(b) and 17:33A-4(a)(1).

2. Defendant's aforementioned conduct constitutes a 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.

4. Defendant shall pay a total judgment of \$3,125.00 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); \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$125.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the judgment upon the following terms and conditions:

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 \$3,125.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Chandra M. Arkema  
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 Defendant agrees to pay Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) 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: Chandra M. Arkema  
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: Melissa Naphier  
1314 Arthur Street  
Toms River, NJ 08755

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. 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.

13. This Stipulation of Settlement may be used in any subsequent civil or criminal proceedings.

14. 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: 1/4/2022

By: Chandra Arkema  
Chandra M. Arkema  
Deputy Attorney General

Dated: 11/16/21

By: Melissa Naphier  
Melissa Naphier  
Defendant