

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
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Attorney for Plaintiff

By: Dakar Ross
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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - BURINGTON COUNTY
DOCKET NO. BUR-DC-7822-20

_____)
)
)
MARLENE CARIDE, COMMISSIONER OF)
THE NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
)
v.)
)
)
JUSTIN HITCHNER,)
)
)
Defendant.)
_____)

Civil Action
STIPULATION OF SETTLEMENT

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Justin Hitchner ("Hitchner" or "Defendant") have reached an amicable agreement resolving the issues in controversy on the terms set forth in 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 he falsely reported to USAA Casualty Insurance Companies ("USAA") that the insured vehicle had sustained fire damage on February 15, 2018 when, in fact, the fire damage occurred on February 14, 2018, just prior to adding coverage for said vehicle under an existing insurance policy, in violation of N.J.S.A. 17:33A-4(a)(1).

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

3. Defendant agrees that he 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 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. On or before January 19, 2022, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$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:

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. Defendant shall remit the remaining balance of \$3,500.00 as follows: 35 monthly installment payments of \$100.00 each to be paid on or by the fifteenth (15) day of each month beginning on February 1, 2022 and the last payment made on January 1, 2025. 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 represents that this Settlement is freely and voluntarily entered into without any degree of duress or compulsion.

7. In conjunction with this Stipulation, the court will be sent an Amended Order of Judgment by Default, which Plaintiff will docket as a statewide lien upon execution by the court. A warrant of satisfaction shall be issued when the Settlement Amount is paid in full.

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 (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.

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 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.

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: Robert F. Rupinski, Esquire
13 Garden Street
Mount Holly, N.J. 08060

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

15. 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: 1/18/2022

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

Dated: 1/12/2022

By: 
Justin Hitchner, on behalf of
himself

Robert F. Rupinski, Esquire
Attorney for Defendant

Dated: 1/12/2022

By: Robert F Rupinski
Robert F. Rupinski, Esquire

ANDREW J. BRUCK
Acting Attorney General of New Jersey
Attorney for Plaintiff
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MARLENE CARIDE,)
COMMISSIONER OF THE NEW)
JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
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v.)
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JUSTIN HITCHNER,)
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Defendant.)

Civil Action

**AMENDED ORDER OF JUDGMENT BY
DEFAULT**

THIS MATTER HAVING BEEN opened to the Court upon complaint of Plaintiff ANDREW J. BRUCK, Acting Attorney General of New Jersey, (by Dakar Ross, Deputy Attorney General, appearing), attorney for Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Department"); and

WHEREAS an Order of Judgment by Default was entered on

October 7, 2021 by the court in favor of Plaintiff and against Defendant Justin Hitchner ("Defendant" or "Hitchner") in the amount of \$9,500; and

WHEREAS Defendant having thereafter filed a Motion to Vacate Default Judgment; and

WHEREAS The parties having now reached an amicable agreement resolving the issues in controversy, and the terms of settlement having been entered on the court record and memorialized in the within Amended Order of Judgment by Default:

IT IS ON THIS 1st day of February 2022,

ORDERED THAT Defendant's Motion to Vacate Default Judgment is denied; and

IT IS FURTHER ORDERED that the Order of Judgment by Default entered on October 7, 2021 be and hereby is amended as provided in this Order; and

IT IS FURTHER ORDERED that an Amended Judgment shall be and hereby is entered against Defendant, Justin Hitchner, and in favor of Plaintiff, Commissioner of the New Jersey Department of Banking and Insurance, in the amount of \$3,625.00. This amount shall be paid under the terms of the Stipulation of Settlement. This amount consists of civil penalties in the amount of \$2,500 for one violation of the New Jersey Insurance Fraud Prevention Act pursuant to N.J.S.A. 17:33A-4(a)(1), attorneys' fees and

costs in the amount of \$1,000.00, pursuant to N.J.S.A. 17:33A-5(b), and a statutory fraud surcharge in the amount of \$125.00, pursuant to N.J.S.A. 17:33A-5.1, which is separate and apart from the civil penalty; and

IT IS FURTHER ORDERED, that Defendant's New Jersey driving privileges shall be reinstated as of the date of this Order; and

IT IS FURTHER ORDERED, this Order shall be deemed automatically served upon all counsel of record simultaneously with its online posting in eCourts.

/s/ John E Harrington

Hon. John E. Harrington, J.S.C., Recall