

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

By: Telge N. Peiris
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION- HUDSON COUNTY
DOCKET NO.: OCN-L-001545-20

MARLENE CARIDE,
COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF
BANKING & INSURANCE,

Plaintiff,

v.

CARL L. ANDERSON,

Defendant.

Civil Action

STIPULATION OF SETTLEMENT

The claims in this action have been settled and resolved between the parties, Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant, Carl L. Anderson ("Defendant"), (collectively "Parties);"

WHEREAS, for good cause shown, the Parties have reached an agreement resolving the issues in controversy, and consent to

the entry of the within Stipulation of Settlement ("Stipulation") pursuant to the terms and conditions below.

1. Defendant admits that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (the "Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(4)(b), by knowingly presenting false and misleading material statements to Progressive Insurance Company ("Progressive") on February 18, 2019, February 28, 2019 and March 4, 2019, concerning the date of damage to Defendant's vehicle, a 2006 Audi A8, during both an application for an insurance contract, and subsequent claim against Defendant's automobile insurance policy with Progressive.

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violation of the Fraud Act shall be considered a subsequent violation.

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

4. Defendant shall pay Plaintiff a total amount of \$4,675.00 to the Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$3,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$1000.00 in attorney fees pursuant to N.J.S.A. 17:33A-5(b); and \$175.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall pay the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Plaintiff the entire amount of \$4,675.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

6. This Stipulation shall be governed by the laws of the State of New Jersey without regard to any conflict-of-laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under the Stipulation will be the Superior Court of the State of New Jersey.

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

If to the Commissioner: Telge N. Peiris, 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: Carl L. Anderson
310 Joe Parker Road, Unit I
Lakewood, New Jersey 08701

With a copy to: Joseph D. Rutala, Esq.
Rutala Law Group, PLLC
1500 JFK Blvd. Suite 1203
Philadelphia, PA 19102

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

9. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation shall be provided to any appropriate licensing authority.

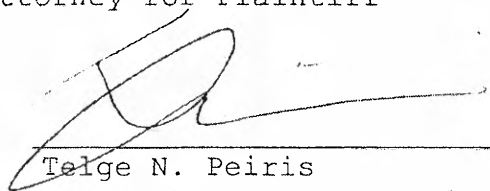
10. The penalties of this Stipulation are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

11. This Stipulation is effective on the date of signature of the last signatory of the Stipulation. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:


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

February 10, 2022
Dated: ~~November~~ February 10, 2022 By:



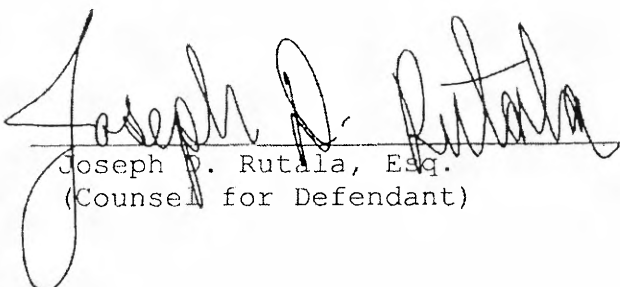
Telge N. Peiris
Deputy Attorney General

Dated: ~~November~~ ^{January} 13, 2022 ⁰⁶ 2021



Carl Anderson
ct

Jan. 24, 2022
Dated: ~~November~~ Jan. 24, 2022



Joseph P. Rutala, Esq.
(Counsel for Defendant)