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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ATLANTIC COUNTY
DOCKET NO. ATL-L-001053-23

JUSTIN ZIMMERMAN,)
ACTING COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE¹,)
Plaintiff,)
v.)
NATOSHA BRAGG and TAJAMIR)
POINDEXTER,)
Defendants.)

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff, Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendants, Natosha Bragg and Tajamir Poindexter ("Defendants") (collectively, "Parties"), have reached an amicable agreement resolving the issues in controversy, and

¹ Pursuant to R. 4:34-4, the caption has been revised to reflect the current Acting Commissioner of the Department.

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 they violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically by conspiring with each other to misrepresent in an application for automobile insurance for a 2020 Chevrolet Malibu, as well as in the claim for damages to that vehicle, that Natosha Bragg was the only licensed, household-resident driver and the sole owner and operator of the Malibu, when in fact, Tajamir Poindexter was also a licensed, household-resident driver and the actual owner and driver of the Malibu, in violation of N.J.S.A. 17:33A-4(a)(3), N.J.S.A. 17:33A-4(a)(4)(b), N.J.S.A. 17:33A-4(a)(1), N.J.S.A. 17:33A-4(b) and N.J.S.A. 17:33A-4(c).

2. Defendants' aforementioned conduct constitutes four (4) violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to N.J.S.A. 17:33A-5(b).

3. Defendants agree that they shall not engage in any future violations of the Fraud Act.

4. Defendants shall pay a total judgment of \$2,150.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$1,500.00 in civil penalties, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorneys' fees, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b); and a \$75.00 statutory surcharge, each Defendant individually, pursuant to N.J.S.A. 17:33A-5.1.

5. Defendants shall satisfy the judgment in favor of the Commissioner upon the following terms and conditions:

a. Immediately upon execution of this Stipulation of Settlement by Defendants, Defendants shall remit to the attorney for the Commissioner a payment in the amount of \$350.00 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

b. Beginning October 1, 2023, and continuing through September 1, 2024, Defendants shall remit the remaining balance of

\$1,800.00 in twelve (12) monthly installments of \$150.00 each; and

c. The payments outlined in Paragraph 5(b) 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:

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 Defendants in agreeing to this Settlement. Defendants represent that this Settlement is freely and voluntarily 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 Settlement Amount, which will be docketed with the Superior Court of New Jersey as a statewide lien. A warrant of satisfaction shall be issued when the Settlement Amount is paid in full.

8. In the event of the failure by Defendants 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. Defendants shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendants fail 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) as described above 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: 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 Defendants: Natosha Bragg
1932 Cologne Avenue, Apt. E3
Mays Landing, New Jersey 08330

Tajamir Poindexter
1932 Cologne Avenue, Apt. E3
Mays Landing, New Jersey 08330

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 appropriate licensing authority.

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

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:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: 9/20/2023

By: Chandra Arkema
Chandra M. Arkema
Deputy Attorney General

Dated: 9/12/23

By: N. Bragg
Natosha Bragg
Defendant

Dated: 9/12/23

By: T. Poindexter
Tajamir Poindexter
Defendant