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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - CUMBERLAND COUNTY
DOCKET NO. CUM-DC-000877-23

JUSTIN ZIMMERMAN ¹ , ACTING)	
COMMISSIONER OF THE NEW)	<u>Civil Action</u>
JERSEY DEPARTMENT OF)	
BANKING & INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
SANTILLO MASTRANDO,)	
)	
Defendant.)	

WHEREAS Plaintiff, Justin Zimmerman, Acting
Commissioner of the New Jersey Department of Banking and
Insurance ("Plaintiff" or the "Acting Commissioner"), and
Defendant, Santillo Mastrando ("Defendant"), have reached an

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

amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Stipulation"); and

WHEREAS Plaintiff and Defendant (collectively, 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 he knowingly provided false and misleading statements on an application for supplemental hospital insurance with Mutual of Omaha Insurance Company ("Omaha"), by failing to disclose that his wife, a named insured, was hospitalized for a chronic illness within the previous year, in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(4)(b).

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

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

4. Defendant shall pay a total amount of \$4,175.00 to the Commissioner (the "Settlement Amount"). This Settlement Amount consists of a \$3,500 civil penalty 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 \$175.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the Settlement Amount on the following terms and conditions:

a. immediately on execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$250.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance."

Payment shall be sent to:

Nicholas Kant
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 \$3,925 in thirty-seven (39) monthly installment payments of \$100 each plus one (1) final payment of \$25, to be paid on or by the first day of each month, beginning December 1, 2023, until the full Settlement Amount has been paid, 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. 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.

7. 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.

8. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied on by the Defendant in agreeing to this Stipulation. Defendant represents that this Stipulation is freely and voluntary entered into without any degree of duress or compulsion.

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 Defendant agrees 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 Stipulation shall be deemed drafted by all Parties and therefore shall not

be construed against any Party for that reason in any subsequent dispute.

11. The undersigned signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons indicated below.

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

If to the Commissioner: Nicholas Kant
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: Santillo Mastrando
7433 John Street
Millville, New Jersey 08332

13. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitutes one and the same agreement. Plaintiff will not execute the Stipulation prior to receipt of the payment of the Settlement Amount set forth in paragraph four.

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

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

16. The penalties in 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.

17. The filing of the fully executed Stipulation shall serve as a Stipulation of Dismissal with Prejudice of the Complaint.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: 10/16/23

By:

Nicholas Kant
Nicholas Kant
Deputy Attorney General

Dated: 10-3-2023

By:

Santillo C Mastrando
Santillo Mastrando
Defendant