

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
*Attorney for Plaintiff*  
Richard J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625-0117

By: Brian R. Fitzgerald  
Deputy Attorney General  
(609) 376-2965  
NJ Attorney ID: 024972004

SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART  
BURLINGTON COUNTY  
DOCKET NO. BUR-DC-004385-23

JUSTIN ZIMMERMAN, ACTING  
COMMISSIONER OF THE  
NEW JERSEY DEPARTMENT OF  
BANKING AND INSURANCE,<sup>1</sup>

Plaintiff,

v.

SHEYLA SEALY,

Defendant.

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Sheyla Sealy ("Defendant") (collectively, the "Parties") have reached an amicable agreement

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

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. The conduct as alleged in the Complaint constitutes a violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), namely N.J.S.A. 17:33A-4(a)(3), -4(a)(4)(a), and -4(a)(4)(b).

2. 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 \$3,625.00 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); \$1,000.00 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:

a. 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 \$500.00 by certified check, official bank check, or money order made payable to the "Acting Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Brian R. Fitzgerald  
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 \$3,125.00 in thirty-five (35) monthly installment payments of \$86.00 each, with a final thirty-sixth payment of \$115.00, each payment 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 "Acting Commissioner, New Jersey Department of Banking and Insurance" and sent to:

New Jersey Department of Banking & Insurance  
Attn: Collections Section  
P.O. Box 325  
Trenton, NJ 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 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 **not** be docketed unless there is a default in **this agreement** 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 Defendant to pay any Settlement Amount installment payment when due, Defendant shall receive notice. Such notice shall be given to the person and address designated in Paragraph 10 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 (5<sup>th</sup>) day following mailing, whichever occurs first. Defendant shall have an opportunity to make the payment within fifteen (15) calendar days from the date of notice. If Defendant fails to pay the overdue payment 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 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, plus all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

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

If to the Commissioner: Brian R. Fitzgerald  
Deputy Attorney General  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, NJ 08625

If to Defendant: Sheyla Sealy  
c/o Marisa P. Molz, Esq.  
1400 Route 38 East  
P.O. Box 577  
Hainesport, NJ 08036

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

13. 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.

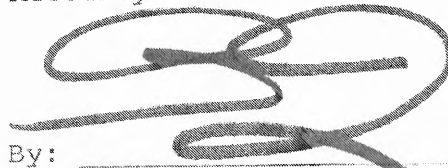
**CONSENTED AS TO FORM, CONTENT, AND ENTRY:**

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

Dated:

10/26/23

By:

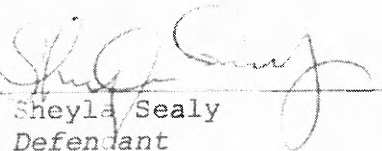


Brian R. Fitzgerald  
Deputy Attorney General

Dated:

10/25/2023

By:



Sheyla Sealy  
Defendant