

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: Reciton Pahumi
Deputy Attorney General
(609) 376-2965
NJ Attorney ID: 392072022
Reciton.Pahumi@law.njocag.gov

SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - OCEAN COUNTY
DOCKET NO. UNN-DC-10666-23

JUSTIN ZIMMERMAN,)
ACTING COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
CESAR V. SORIA,)
)
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, Cesar V. Soria ("Defendant") (collectively, "Parties"), have reached an amicable agreement 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. Defendant admits that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically by failing to disclose, in an application for automobile insurance, that his daughter was also a regular driver of the policy vehicle, and that the policy vehicle was involved in an accident prior to his application for insurance, in violation of N.J.S.A. 17:33A-4(a)(3) and -4(a)(4)(b). In addition, Defendant orally represented, in support of an insurance claim, that the policy vehicle was involved in an accident after policy inception when, in fact, the accident occurred prior to policy inception, in violation of N.J.S.A. 17:33A-4(a)(1).

2. Defendant's aforementioned conduct constitutes two (2) 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. Defendant agrees that he shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay a total judgment of \$3,125 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500 in civil penalties, pursuant to N.J.S.A. 17:33A-5(b); \$500 in attorneys' fees, pursuant to N.J.S.A. 17:33A-5(b); and a \$125 statutory surcharge, pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant 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 Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$3,125.00 **by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance"** and sent to:

Reciton Pahumi
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
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 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. 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) as described above in paragraph 4, and all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

9. 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.

10. 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.

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

If to the Commissioner: Reciton Pahumi
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: Thomas M. Lankey, Esq.
Law Office of Hector I. Rodriguez
353 Livingston Avenue
New Brunswick, New Jersey 08901

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

13. 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.


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

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.

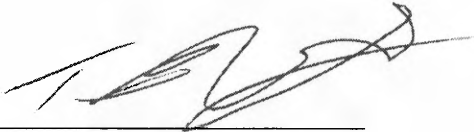
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

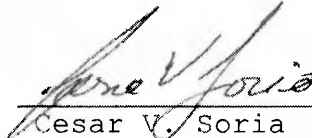
Dated: 01/26/2024

By: 
Reciton Pahumi
Deputy Attorney General

Dated: 1/22-24

By: 
Thomas M. Lankey, Esq.
Counsel for Defendant

Dated: 1-22-22

By: 
Cesar V. Soria
Defendant