



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

WHEREAS to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have determined and hereby agree that settlement is in each of their best interests; and

NOW THEREFORE, in consideration of the mutual promises and obligations of the Settlement, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below; and

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

2. Defendant admits that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), by knowingly providing false material information and knowingly concealing material information in an application when reinstating a cancelled auto insurance policy with Progressive Auto Insurance on March 22, 2013, specifically by falsely representing to Progressive that he was not involved in any auto accidents prior to the reinstatement, when in fact, Defendant Dasilva knew that he was involved in an auto accident one day

prior to the reinstatement, on March 21, 2013. 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 a total judgment of \$3,300.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$675.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$125.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the Settlement Amount 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 \$1,100.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Garen Gazaryan, 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 \$2,200.00 in monthly installment payments of \$1,100.00 each, to be paid on or by the fifteenth day of each month, beginning November 15, 2018, 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:

Rose V. McGill  
Collections Department  
New Jersey Department of Banking and Insurance  
20 West State Street, 10th Floor  
P.O. Box 325  
Trenton, New Jersey 08625

6. Upon paying the Settlement Amount, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid. All interest in the monies, and any subsequent interest in income derived therefrom, shall inure entirely to the benefit of Plaintiff pursuant to the terms herein.

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 judgment

amount, which will be docketed with the Superior Court of New Jersey as a statewide lien.

8. 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.

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 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. This Settlement constitutes the complete agreement between the Parties, and may not be amended except by an

instrument in writing signed on behalf of all the Parties to this Settlement.

13. This Settlement shall be binding on and inure to the benefit of the Parties to this Settlement and their respective successors and assignees, and no party may assign, delegate, or otherwise transfer any of its rights or obligations under this agreement without the written consent of other Parties.

14. In the event that any one or more of the provisions contained in this Settlement, other than provisions concerning payment, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement.

15. Any failure by a Party to insist upon the strict performance by any other Party of any provisions of this Settlement shall not be deemed a waiver of any of the provisions hereof, and, notwithstanding such failure, the Parties shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement to be performed by any or all of the Parties.

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

If to the Department: Garen Gazaryan, 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 Edgar Dasilva: Law Office of Harbatkin & Levasseur  
Attn: Audwin Levasseur, Esq.  
50 Park Place, Suite 1400  
Newark, NJ 07102

17. This Settlement 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 this Settlement will be the Superior Court of the State of New Jersey.

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

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

20. This Settlement can be used in any subsequent civil or criminal proceeding.


21. 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:

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

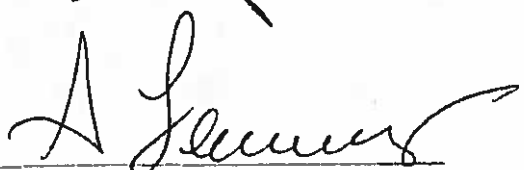
Dated: 11/15/18

By:   
Garen Gazaryan  
Deputy Attorney General

Dated: 11/9/2018

  
Edgar Dasilva, Defendant

Dated: 11/9/2018

  
Audwin Levasseur, Esq.  
Defendant's counsel