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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART, PASSAIC COUNTY
DOCKET NO. PAS-DC-001909-19

MARLENE CARIDE,)	
COMMISSIONER, NEW JERSEY)	<u>Civil Action</u>
DEPARTMENT OF BANKING AND)	
INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
JANELISSE PANTOJA,)	
)	
Defendant.)	

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner") and Defendant, Janelisse Pantoja ("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"); and

WHEREAS the Parties have determined and hereby agree that settlement is in each of their best interests and for good cause shown; 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. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") by knowingly providing false and misleading statements concerning a material fact in an insurance policy application submitted to CURE Auto Insurance Company.

2. Defendant agrees that she shall not engage in any future violations of the Fraud Act, and any future violations shall be considered second and subsequent violations.

3. Defendant shall pay a total settlement amount of \$4,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$1,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$2,425.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and \$75.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

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

Immediately on execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a lump sum payment in the amount of \$4,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Ashleigh B. Shelton
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

5. On 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 of this Stipulation of Settlement.

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. 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.

8. 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.

9. 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.

10. 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.

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

If to the Commissioner: Ashleigh B. Shelton
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: Janelisse Pantoja
202 Atlantic Street
Paterson, New Jersey 07503

12. This Settlement may be executed in counterparts, each of which constitutes an original and all of which constitute 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.

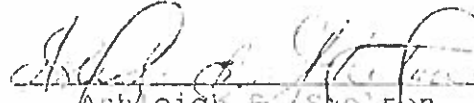
14. This Settlement can be used in any subsequent civil or criminal proceeding.

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:

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


Dated: July 16, 2019 By:


Ashleigh B. Shelton
Deputy Attorney General

Dated: July 11, 2019 By:


Janelisse Pantoja, Defendant

Dated: July 11, 2019 By:


Sander Budanitsky
Counsel for Defendant