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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART- ESSEX COUNTY
DOCKET NO.: ESX-DC-006687-18

MARLENE CARIDE,
COMMISSIONER OF THE NEW :
JERSEY DEPARTMENT OF :
BANKING & INSURANCE, :
:
Plaintiff, :
:
v. :
:
SHAKIRA FITCH-DONKOR, :
:
Defendant. :
_____ :

Civil Action

STIPULATION OF SETTLEMENT

The claims in this action have been settled and resolved limited to the following parties, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant, Shakira Fitch-Donkor ("Defendant"), (collectively "Parties);"

WHEREAS, for good cause shown, the Parties have reached an agreement resolving the issues in controversy, and consent to

the entry of the within Stipulation of Settlement ("Stipulation") pursuant to the terms and conditions below.

1. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (the "Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), by knowingly presenting false oral and written information to the Progressive Garden State Insurance Company ("Progressive") as part of a claim for payment or other benefit made against Defendant's automobile policy with Progressive.

2. 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 she shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay Plaintiff a total amount of \$3,650.00 ("Settlement Amount"). The Settlement Amount consists of \$3,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorney fees pursuant to N.J.S.A. 17:33A-5(b); and \$150.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall pay the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Plaintiff a lump sum payment in the amount of \$500.00 by certified check,

official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

b. On that date which is 30 days after the execution of this Stipulation by all parties, and on the same date for the thirty-six (36) months thereafter, Defendant shall remit the remaining balance of \$3,150.00 in thirty-six (36) installment payments of \$87.50 each, until the full Settlement Amount has been paid in full, 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
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, the parties shall also enter into a Judgment by Consent for the Settlement Amount of \$3,650.00.

7. This Stipulation 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

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venue for any dispute arising between and among the Parties under the Stipulation will be the Superior Court of the State of New Jersey.

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

If to the Commissioner: Telge N. Peiris, 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: Shakira Fitch-Donkor
35 Lenox Avenue
Apt. # 1
Irvington, New Jersey 07111

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

10. This Stipulation does not include any claim made by Progressive for restitution or the return of payments made pursuant to Defendant's automobile insurance policy with Progressive, which are specifically excluded.

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

12. The penalties included in this Stipulation are imposed pursuant to the police powers of the State of New Jersey

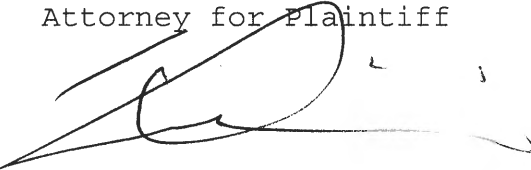
for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

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

CONSENTED AS TO FORM, CONTENT, AND ENTRY:


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

By:



Telge N. Peiris
Deputy Attorney General

Dated: May 12, 2022



Shakira Fitch-Donkor

Dated: May 7, 2022