

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 (“Fraud Act”), specifically N.J.S.A. 17:33A-4(a)(1), N.J.S.A. 17:33A-4(a)(4)(b), and N.J.S.A. 17:33A-4(a)(5), by knowingly providing materially false or misleading information to Progressive Group of Insurance Companies (“Progressive”) in support of an application for automobile insurance on or about August 23, 2019, and in support of a claim for payment or other benefit on or about October 3, 2019.

2. Defendant’s aforementioned conduct constitutes two 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(c).

3. Defendant agrees that he shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay a total judgment of \$8,525.60 to the Commissioner (“Settlement Amount”). This Settlement Amount consists of \$5,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); cost of service in the amount of \$25.60 pursuant to N.J.S.A. 17:33A-5(b); \$2,500.00 in attorneys’ fees pursuant to N.J.S.A. 17:33A-5(b); and a \$1,000 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 Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$8,525.60 **by certified check, official bank check, or money order made payable to the “Commissioner, New Jersey**

Department of Banking and Insurance” and sent to:

Nicholas Kant
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. 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 described in Paragraph 4, and all reasonable costs of collection and enforcement of this Settlement, including attorneys’ fees and expenses.

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

If to the Commissioner:

Nicholas Kant
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:

Gregory Armand
482 Joralemon Street, Apt. B6
Belleville, NJ 07109

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

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

14. 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.

15. The Stipulation of Settlement is being entered to resolve a judgment already entered in this case. In consideration of the terms agreed upon in the Stipulation, the Parties will submit to the court a Consent Order vacating the previously-entered judgment.

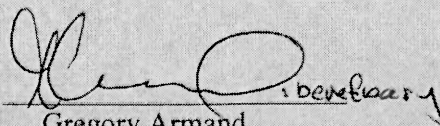
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: 3/31/2023

By: /s/ Nicholas Kant
Nicholas Kant
Deputy Attorney General

Dated: 3/22/23

By:  Gregory Armand
Defendant, *pro se*