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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - HUDSON COUNTY  
DOCKET NO. HUD-L-001392-23

JUSTIN ZIMMERMAN, ACTING )  
COMMISSIONER OF THE )  
NEW JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE,<sup>1</sup> )  
Plaintiff, )

Civil Action

STIPULATION OF SETTLEMENT

v. )

MISDALIA DOMENA RODRIGUEZ )  
a/k/a MISDALIA DOMENA; )  
KARIZMA ALMONTE; CARLOS J. )  
MENOSCAL, SR. a/k/a CAROLS )  
MENOSCAL-DEJANON; CARLOS A. )  
MENOSCAL, JR.; and NORMA )  
DELAPEZ a/k/a NORMA MEDINA, )

Defendants.

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner  
of the New Jersey Department of Banking and Insurance ("Plaintiff"

<sup>1</sup> Pursuant to R. 4:34-4, the caption has been revised to  
reflect the current Acting Commissioner of the Department.

or "Commissioner"), and Defendant Karizma Almonte ("Defendant") (collectively, the "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 she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically: by conspiring to falsely represent to Progressive Insurance Company that (i) defendant Norma Delapaz was the driver of an insured vehicle at the time of an accident when, in fact, defendant Misdalia Domena Rodriguez was the driver, in violation of N.J.S.A. 17:33A-4(a)(1) and -4(a)(2), and (ii) defendant Carlos Menoscal, Jr. was present in the vehicle at the time of an accident, when, in fact, he was not, in violation of N.J.S.A. 17:33A-4(a)(1), Defendant knowingly assisted and/or conspired with the other defendants to violate the Fraud Act in violation of N.J.S.A. 17:33A-4(b).

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violations of the Fraud

Act shall be considered subsequent violations pursuant to 17:33A-5(c).

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

4. Defendant shall pay a total judgment of \$3,125.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$125.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the judgment 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 \$250.00 by certified check, official bank check, or money order made payable to the "Acting Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Brian R. Fitzgerald  
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 \$2,875.00 in thirty five (34) monthly installment payments of \$82.00 each, and one final thirty-fifth (35<sup>th</sup>) payment of \$87.00 to be paid on or by the first day of each month, beginning October 1, 2023, until the full Settlement Amount has been paid, by certified check, official bank check, or money order made payable to the "Acting Commissioner, New Jersey Department of Banking and Insurance" and sent to:

New Jersey Department of Banking & Insurance  
Attn: Collections Section  
P.O. Box 325  
Trenton, NJ 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 voluntary 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. In the event of the failure by Defendant to pay any Settlement Amount installment payment when due, the entire Settlement Amount shall be immediately due and payable, upon written notice by the Commissioner. Such notice shall be given to the person and address designated in Paragraph 12 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5<sup>th</sup>) day following mailing, whichever occurs first. Defendant shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendant fails to pay the overdue unpaid balance of the payment obligations under this Settlement within fifteen (15) calendar days from the date of notice of non-payment, then the Commissioner may take any action available under the law of this State to collect the amount outstanding at that time, including post-judgment interest from the date of the judgment, attorneys' fees expended to date and to collect this debt, and any other remedies available under the law.

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 Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) in the amount stated in Paragraph 4, plus 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. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Commissioner: Brian R. Fitzgerald  
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: Karizma Almonte  
500 West Broadway  
Apartment 1  
Haledon, New Jersey 07508

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

14. 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.

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

16. 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*



By: Brian R. Fitzgerald  
*Deputy Attorney General*

Dated: ~~12~~ 1/16/24

Dated: 12/28/2023

By:   
Karizma Almonte  
*Defendant, pro se*