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SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART - ESSEX COUNTY  
DOCKET NO. ESX-DC-002996-23

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

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS, Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner") and Defendant Nakiah Lee ("Defendant") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the Stipulation of Settlement.

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

WHEREAS, an Order For Final Judgment By Default was entered by the Court on February 16, 2024 whereby judgment was entered against the Defendant in the amount of \$8,860.00 and Defendant's driving privileges were suspended for one year from the date of the Order; and

WHEREAS the Commissioner and Defendant (collectively, the "Parties") have determined that said Order For Final Judgment By Default be vacated and hereby agree that this Stipulation of Settlement is in each of their best interests and for good cause shown, and an Amended Final Judgment shall be signed and submitted to the court.

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendant admits to one violations of the New Jersey Insurance Fraud Prevention Act ("Fraud Act"), N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically to violating N.J.S.A. 17:33A-4(a)(3) by applying for an insurance policy with Progressive Insurance Company and failing to disclose that she had filed a prior loss claim with Geico Insurance Company for water damage to her insured vehicle occurring on July 3, 2020, which loss happened just prior to the inception of her Progressive insurance policy.

2. Defendant agrees that any future violation of the Fraud Act shall be considered a second violation.

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

4. Defendant shall pay a total judgment of \$3,375.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500 in civil penalties, pursuant to N.J.S.A. 17:33A-4(a)(1); \$750 in attorneys' fees, pursuant to N.J.S.A. 17:33A-5(b); and \$125 in 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 signing this settlement, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$285.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Dakar Ross, 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 \$3,090.00 as follows: ten (10) monthly installment payments of \$285.00 each to be paid on or by the fifteenth (15) day of each month beginning on July 15, 2024 through April 15, 2025, and then a last payment of \$240.00 made on May 15, 2025. All payments shall be made by certified check, official bank check, or money order

made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Collections Department  
New Jersey Department of Banking and Insurance  
20 West State Street, 10th Floor  
P.O. Box 325  
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. In conjunction with the execution of this Stipulation of Settlement, the parties shall also enter into an Amended Final Judgment by Consent for the entire judgment amount, which will be docketed with the Superior Court of New Jersey as a statewide lien until 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 the 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 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 described 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: Dakar Ross  
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: Nakiah Lee  
234 N. 18<sup>th</sup> Street  
Apt. 1E  
East Orange, N.J. 07017

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 licensing authority in this State.

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

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.

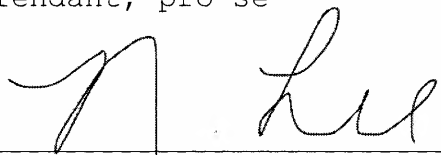
**CONSENTED AS TO FORM, CONTENT, AND ENTRY:**

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

Dated: June 28, 2024 By: /s/Dakar Ross  
Dakar Ross  
Deputy Attorney General

Defendant, pro se

DATED: 6/26/2024

  
Nakiah Lee, for herself