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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ATLANTIC COUNTY
DOCKET NO. ATL-L-000471-24

JUSTIN ZIMMERMAN, ACTING)	
COMMISSIONER OF THE)	<u>Civil Action</u>
NEW JERSEY DEPARTMENT OF)	
BANKING AND INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
SHIRLEY D. HOOD and WARREN)	
T. HOOD, JR.,)	
)	
Defendants.)	

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Shirley D. Hood ("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 ("Stipulation").

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 (i) falsely representing to CURE Auto Insurance ("CURE") on an application for automobile insurance ("Application") to insure a 2007 Dodge Caliber ("Dodge") that defendant Warren T. Hood, Jr. ("Warren") resided, and the Dodge was primarily garaged at Defendant's residence located at 528 Philadelphia Avenue, Egg Harbor City, New Jersey 08215 ("Egg Harbor Address") when, in fact, the Dodge was primarily garaged, and Warren resided at 126 Colonial Court, Galloway, New Jersey 08205 ("Galloway Address"), and concealed and/or knowingly failed to disclose that the Dodge was primarily garaged, and Warrant resided at the Galloway Address, in violation of N.J.S.A. 17:33A-4(a)(4)(b) and -4(a)(5), and (ii) on a telephone call with CURE on July 22, 2021 ("July 2021 Call") regarding her Application, falsely represented that Warren resided at the Egg Harbor Address when, in fact, he resided at the Galloway Address, and concealed and/or knowingly failed to disclose on the July 2021 Call that the Dodge

was primarily garaged, and Warren resided at the Galloway Address, in violation of N.J.S.A. 17:33A-4(a)(4)(b) and -4(a)(5).

2. Defendant's aforementioned conduct constitutes four (4) violations 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 \$ \$2,075.00 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); \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$75.00 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 by Defendant, Defendant shall remit to the attorney for the Commissioner a down 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 \$1,825.00 in thirty-five (35) monthly installment payments of \$50.00 each, to be paid on or by the first day of each month, beginning August 1, 2024, and a final thirty-sixth (36th) payment of \$75.00, 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
20 West State Street
P.O. Box 325
Trenton, NJ 08625

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by Defendant in agreeing to this Stipulation. Defendant represents that this Stipulation is freely and voluntary entered into without any degree of duress or compulsion.

7. In conjunction with the execution of this Stipulation, 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 (5th) 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 Stipulation 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 Stipulation, including attorneys' fees and expenses.

10. For purposes of construction, this Stipulation shall be deemed drafted by all Parties to this Stipulation and therefore shall not be construed against any Party for that reason in any subsequent dispute.

11. The undersigned counsel for Plaintiff, and the Defendant, both represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons indicated below.

12. All communications from any Party concerning the subject matter of this Stipulation 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: Shirley D. Hood
528 Philadelphia Avenue
Apartment 222
Egg Harbor City, NJ 08215

13. This Stipulation 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 shall be provided to any appropriate licensing authority.

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

16. 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.

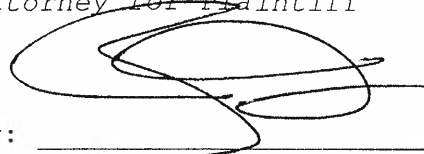
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated:

9/19/2024

By:

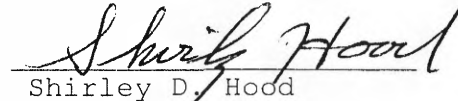


Brian R. Fitzgerald
Deputy Attorney General

Dated:

7/20/2024

By:



Shirley D. Hood
Defendant, pro se