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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART
SOMERSET COUNTY
DOCKET NO. SOM-DC-003303-23

JUSTIN ZIMMERMAN, ACTING)
COMMISSIONER OF THE NEW)
JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
Plaintiff,)
v.)
AHSSAN ATKINSON,)
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 Ahssan Atkinson ("Defendant") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the Stipulation of Settlement.

WHEREAS, an Amended Order For Final Judgment By Default was entered by the Court on August 12, 2024 whereby judgment was entered against the Defendant in the amount of \$9,500.00 and Defendant's driving privileges were suspended for one year from the date of said Order; and

WHEREAS the Commissioner and Defendant (collectively, the "Parties") have determined that said Amended 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 a Second Amended Final Judgment (on Consent) 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 violation 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)(1), by falsely representing to Progressive that his insured vehicle was involved in an automobile accident at approximately 9 p.m. on February 14, 2020 when, in fact, the accident occurred at or about 5:14 p.m., prior to the inception of Defendant's insurance policy

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

3. Defendant agrees that he 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 in civil penalties, pursuant to N.J.S.A. 17:33A-4(a)(1); \$500 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 \$1,000.00 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 \$2,125.00 as follows: eight (8) monthly installment payments of \$250.00 each to be paid on or by the fifteenth (15) day of each month beginning on November 15, 2024 through June 15, 2025, and then a last payment of \$125.00 made on July 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

(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 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: Ahssan Atkinson
 PO Box 135
 Plainfield, New Jersey 07061-0135

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: 10/24/2024

By: /s/Dakar Ross, DAG
Dakar Ross
Deputy Attorney General

Defendant, pro se

DATED: _____



Ahssan Atkinson, for himself