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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART
ESSEX COUNTY
DOCKET NO. ESX-DC-005058-23

JUSTIN ZIMMERMAN,
COMMISSIONER OF THE NEW
JERSEY DEPARTMENT OF
BANKING AND INSURANCE,¹

Plaintiff,

v.

HAWALLION GOODWIN,

Defendant.

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS, Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner") and Defendant Hawallion Goodwin ("Defendant") have reached an amicable agreement resolving the issues in controversy

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

in the above-captioned case, and have consented to the entry of this Stipulation of Settlement.

WHEREAS, an Order for Final Judgment by Default ("Order") was entered by the Court on March 28, 2024, whereby judgment was entered against Defendant in the amount of \$8,366.00 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 the Order should 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 Order for Final Judgment (on Consent) shall be signed and submitted to the court.

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

1. Defendant to violating the New Jersey Insurance Fraud Prevention Act ("Fraud Act"), N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically, by (i) falsely representing to an insurance company on an application for automobile insurance that she was the only adult household driver of her insured vehicle when, in fact, her daughter was an adult household driver of her insured vehicle, in violation of N.J.S.A. 17:33A-4(a)(3) and -4(a)(4)(b), and (ii) falsely representing during a telephone call with an insurance company in support of an accident damage claim that she

was the driver of her insured vehicle during an automobile accident when, in fact, her daughter was the driver of the insured vehicle at the time of the accident, in violation of N.J.S.A. 17:33A-4(a)(1).

2. Defendant's aforementioned conduct constitutes one (1) 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-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 Stipulation of Settlement, Defendant shall remit to the attorney for the Commissioner a down payment in the amount of \$575.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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 \$2,550.00 as follows: twenty (20) monthly installment payments of \$121.00 each, and a final twenty-first (21st) payment of \$130.00, each payment to be paid on or before the fifteenth (15) day of each month beginning on April 15, 2025 through November 15, 2026, and then a final payment of \$125.00 made on or before December 15, 2026. 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

c. Defendant shall write "DOL 22-00389" on the memo line or elsewhere on the face of each payment.

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation of Settlement has been made to or relied upon by Defendant in agreeing to this Stipulation of Settlement. Defendant represents that this Stipulation of 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 Order for Final Judgment (on 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 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 of 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 described in Paragraph 4, plus all reasonable costs of collection and enforcement of this Stipulation of Settlement, including attorneys' fees and expenses.

10. For purposes of construction, this Stipulation of Settlement shall be deemed drafted by all Parties to this Stipulation of 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 Stipulation of Settlement on behalf of the persons indicated below.

12. All communications from any party concerning the subject matter of this Stipulation of 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: Hawallion Goodwin
 18 Stockman Place
 Irvington, NJ 07111

13. This Stipulation of 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 Stipulation of Settlement can be used in any subsequent civil or criminal proceeding.

16. The penalties of this Stipulation of 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.

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CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated:

3/20/2025

By:

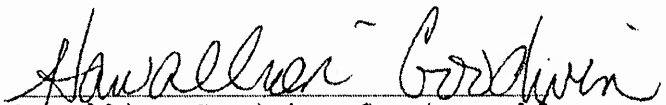


Brian R. Fitzgerald
Deputy Attorney General

Defendant, *pro se*

Dated:

3-7-2025


Hawallion Goodwin, for herself