

WHEREAS Defendant having raised good-faith defenses to the allegations of the complaint, and the parties agreeing to amicably resolve this case in lieu of proceeding to trial, hereby stipulate and agree; and

IT IS HEREBY STIPULATED AND AGREED, that Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq. ("Fraud Act"), by knowingly providing false material information in relation to the disability insurance application with Mutual of Omaha, specifically for falsely representing during a recorded interview with a Mutual of Omaha representative on September 14, 2011, that she was not pregnant, when in fact, she knew she was; and

IT IS FURTHER HEREBY STIPULATED AND AGREED that Defendant's aforementioned conduct constitutes one (1) violation of the Fraud Act and that any future violation of the Fraud Act shall be considered a subsequent violation; and

IT IS HEREBY STIPULATED AND AGREED, that Defendant's aforementioned conduct does not relate to her practice as a licensed dentist; and

IT IS FURTHER HEREBY STIPULATED AND AGREED, that Defendant shall pay a total sum of \$3,650.00 to the Commissioner of the New Jersey Department of Banking and Insurance. This amount consists of \$2,500.00 in civil penalties for one (1)

violation of the Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq., attorneys' fees of \$1,025.00 pursuant to N.J.S.A. 17:33A-5b, and \$125.00 constituting the statutory surcharge pursuant to N.J.S.A. 17:33A-5.1, to be satisfied upon the following terms and conditions:

1. Upon execution of this Stipulation of Settlement, Defendant shall remit to the attorney for the Commissioner a full payment in the amount of \$3,650.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Garen Gazaryan, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

2. Pursuant to N.J.S.A. 17:33A-10c, a copy of this Stipulation of Settlement shall be provided to any appropriate licensing authority; and

3. In the event full payment of the Settlement Amount is not made, the Commissioner may exercise any and all remedies available by law, including, but not limited to, recovery of any unpaid penalties pursuant to the Penalty Enforcement Law, N.J.S.A. 2A:58-10, et seq.; and

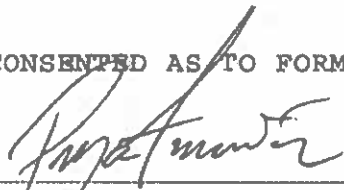
4. In consideration of the above payment in the amount of \$3,650.00, the Commissioner hereby waives and releases

any and all claims or causes of action that have been or could be raised against Defendant as relates to any and all applications for disability policies and related documents or communications which pertain to Mutual of Omaha submitted on behalf of Defendant; and

IT IS FURTHER HEREBY STIPULATED AND AGREED, that this Stipulation of Settlement can be used in any subsequent civil or criminal proceeding; and


IT IS FURTHER HEREBY STIPULATED AND AGREED, that 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.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:



Praya Tiwari
Defendant

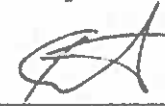
Dated: 7/17/2016



Nicholas Gaunce, Esq.
Defendant's attorney

Dated: 7/15/16

CHRISTOPHER S. PORRINO
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff



Garen Gazaryan
Deputy Attorney General

Dated: 7/22/16