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ALLSTATE INDEMNITY COMPANY,
 ALLSTATE INSURANCE COMPANY,
 ALLSTATE NEW JERSEY INSURANCE
 COMPANY, ALLSTATE NEW JERSEY
 PROPERTY AND CASUALTY INSURANCE
 COMPANY, ALLSTATE PROPERTY AND
 CASUALTY INSURANCE COMPANY,
 ENCOMPASS PROPERTY AND CASUALTY
 COMPANY OF NEW JERSEY AND
 ENCOMPASS INSURANCE COMPANY OF
 NEW JERSEY,
 Plaintiffs,

v.

JOHN K. BURGER, D.O., WAYNE
 MILLER, D.C., TATIANA SHARAHY,
 M.D., JAY PARIS, D.C., RICHARD
 RYAN, D.C., SCOTT PARIS, M.D.,
 MARIA ALVAREZ-PRIETO, M.D.,
 YINGGANG ZHENG, M.D., JOHN
 BURGER, D.O. P.A., HEALTH ONE
 MEDICAL & PHYSICAL
 REHABILITATION, L.L.C.,
 INNOVATIVE SPINE CARE, L.L.C.
 D/B/A PURE ANTI-AGING MEDICAL
 CENTER, NEUROHEALTH MEDICAL
 SERVICES, P.C., NEUROLOGY AND
 PAIN MANAGEMENT CENTER, P.C.,
 NEUROLOGY AND PAIN TREATMENT
 CENTER, P.C., NEUROWAVE, L.L.C.

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-627-13

CIVIL ACTION

STIPULATION OF SETTLEMENT

(As to Tatiana Sharahy,
 M.D., Wayne Miller, D.C.,
 Health One Physical
 Rehabilitation, L.L.C., and
 Innovative Spine, L.L.C.
 d/b/a Pure Anti-Aging
 Medical Treatment Only)

A/K/A IMR NEUROTESTING, RICARDO
MENDEZ AND JOHN DOES 1-100,
Defendants,

v.

RICHARD J. BADOLATO, COMMISSIONER
OF THE NEW JERSEY DEPARTMENT OF
BANKING AND INSURANCE,
Plaintiff-Intervenor,

v.

JOHN K. BURGER, D.O., WAYNE
MILLER, D.C., TATIANA SHARAHY,
M.D., JAY PARIS, D.C., RICHARD
RYAN, D.C., SCOT PARIS, M.D.,
MARIA ALVAREZ-PRIETO, M.D.,
YINGGANG ZHENG, M.D., JOHN
BURGER, D.O. P.A., HEALTH ONE
MEDICAL & PHYSICAL
REHABILITATION, L.L.C.,
INNOVATIVE SPINE CARE, L.L.C.
D/B/A PURE ANTI-AGING MEDICAL
CENTER, NEUROHEALTH MEDICAL
SERVICES, P.C., NEUROLOGY AND
PAIN MANAGEMENT CENTER, P.C.,
NEUROLOGY AND PAIN TREATMENT
CENTER, P.C., NORTHEAST SPINE AND
WELLNESS, L.L.C., NEUROWAVE,
L.L.C. A/K/A IMR NEUROTESTING,
RICARDO MENDEZ AND JOHN DOES 1-
100
Defendants.

WHEREAS, Richard J. Badolato, Commissioner of the New Jersey Department of Banking & Insurance ("Plaintiff-Intervenor" or "Commissioner"), and Tatiana Sharahy M.D. ("Dr. Sharahy"), Wayne Miller, D.C. ("Dr. Miller"), Health One Medical & Physical Rehabilitation, L.L.C. ("Health One"), and Innovative Spine Care, L.L.C. d/b/a/ Pure Anti-Aging Medical Center ("PAMC")

(collectively "Defendants") have reached an amicable agreement resolving the issues in controversy and consent to the entry of the within Stipulation of Settlement; and

IT IS HEREBY STIPULATED AND AGREED that Defendants Dr. Sharahy and Dr. Miller, and Defendant Health One, jointly and severally, failed to adequately supervise John Burger, D.O., in his performance and administration of Electromyography ("EMG") and Nerve Conduction Studies ("NCV"); and

IT IS HEREBY STIPULATED AND AGREED that Defendants Sharahy and Miller failed to keep proper patient records with respect to patients treated at Defendant Health One in violation of N.J.A.C. 13:35-6.5 and N.J.A.C. 13:44-2.2, respectively; and

IT IS HEREBY STIPULATED AND AGREED that Defendants Dr. Sharahy and Dr. Miller, and Defendant PAMC, jointly and severally, failed to adequately supervise Dr. John Burger in his performance and administration of EMG and NCV studies; and

IT IS HEREBY STIPULATED AND AGREED that Defendant Drs. Sharahy and Miller failed to keep proper patient records with respect to patients treated at Defendant PAMC in violation of N.J.A.C. 13:35-6.5 and N.J.A.C. 13:44-2.2, respectively; and

AND IT IS FURTHER AGREED that this conduct constitutes separate violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq. ("Fraud Act"), as alleged in the above-captioned matter; and

IT IS FURTHER STIPULATED AND AGREED that any future violation of the Fraud Act by Defendants will be considered a subsequent violation; and

IT IS FURTHER STIPULATED AND AGREED that Defendants shall pay a total sum of \$80,000.00 to the Commissioner, New Jersey Department of Banking and Insurance, in furtherance of the following civil monetary penalties, fees, and surcharges:

1. Defendant Dr. Sharahy shall pay a \$15,000.00 civil monetary penalty pursuant to N.J.S.A. 17:33A-5b;
2. Defendant Dr. Miller shall pay a \$15,000.00 civil monetary penalty pursuant to N.J.S.A. 17:33A-5b;
3. Defendant Health One shall pay a \$15,000.00 civil monetary penalty pursuant to N.J.S.A. 17:33A-5b;
4. Defendant PAMC shall pay a \$15,000.00 civil monetary penalty pursuant to N.J.S.A. 17:33A-5b;
5. Defendants Drs. Sharahy and Miller, and Health One are liable and shall pay, jointly and severally, \$8,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b;
6. Defendants Drs. Sharahy and Miller, and PAMC are liable and shall pay, jointly and severally, \$8,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b;
7. Defendant Dr. Sharahy shall pay a \$1,000.00 insurance surcharge pursuant to N.J.S.A. 17:33A-5.1;

8. Defendant Dr. Miller shall pay a \$1,000.00 insurance surcharge pursuant to N.J.S.A. 17:33A-5.1;

9. Defendant PAMC shall pay a \$1,000.00 insurance surcharge pursuant to N.J.S.A. 17:33A-5.1; and

10. Defendant Health One shall pay a \$1,000.00 insurance surcharge, pursuant to N.J.S.A. 17:33A-5.1.

IT IS FURTHER STIPULATED AND AGREED that upon the execution of this Stipulation of Settlement, Defendants shall remit payment on the following terms:

Upon the execution of the Stipulation of Settlement, Defendants shall remit to the attorney for the Commissioner at the address below, \$30,000.00 by certified checks, bank checks or money orders made payable to the "Commissioner, New Jersey Department of Banking and Insurance." The payment shall be sent to:

Anna M. Lascurain, Deputy Attorney General
Division of Law-R.J. Hughes Justice Complex
P.O. Box 117
25 Market Street
Trenton, NJ 08625

Thereafter, Defendants shall pay monthly installments of \$2,000.00 each for eleven (11) months and a final payment of \$3,000.00 in the 12th month with the entire payment to be completed by the Defendants within one (1) year until such time the debt is paid in full, by certified check, bank check, or money order made

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

Commissioner, NJ Department of Banking and Insurance
Attn: Rose McGill, Collections
20 West State Street, 10th Floor
P.O. Box 325
Trenton, NJ 08625

Defendants further consent to the entry and docketing of a Consent Judgment against Defendants in favor of the Commissioner in the amount of \$80,000.00, jointly and severally, in conjunction with this Stipulation of Settlement; and

If Defendants fail to make any scheduled payments within ten (10) days of its due date, Plaintiff-Intervenor may, upon notice to Defendants, declare the entire balance outstanding to be immediately due and payable. Thereafter, Plaintiff-Intervenor may take any action available under the laws of this State to collect the amount outstanding at that time, plus post-judgment interest from the date of the judgment, attorneys' fees and any other remedies available under the law; and

IT IS FURTHER STIPULATED AND AGREED that Plaintiff-Intervenor represents that it will not bring any additional allegations of Fraud Act violations based upon insurance claims submitted by Defendants as to which it is currently aware; however, this Stipulation of Settlement in no way bars Plaintiff-Intervenor from bringing any future claims of Fraud Act violations which may become known by Plaintiff after the date of this agreement.

IT IS FURTHER STIPULATED AND AGREED that 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 this settlement shall not in any way otherwise bind any state or federal agency;

IT IS FURTHER HEREBY STIPULATED AND AGREED that the penalties of this Stipulation of Settlement and Consent Judgment 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.

IT IS FURTHER STIPULATED AND AGREED that this Stipulation of Settlement resolves all issues in controversy between Plaintiff-Intervenor, the Commissioner, New Jersey Department of Banking and Insurance, and Defendants related only to civil penalties for alleged violations of the Fraud Act for all of the claims alleged against Defendants in this matter and the matters captioned Allstate Ins. Company, et al. v. John K. Burger, D.O., et al., Docket No. BER-L-627-13, and Allstate Indemnity Company v. Kazar, et al., Docket No. BER-L-7550-13, respectively; and

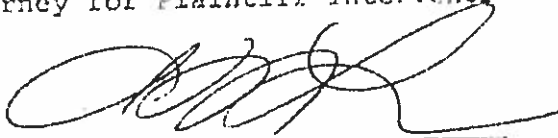
IT IS FURTHER STIPULATED AND AGREED that pursuant to N.J.S.A. 17:33A-10c, a copy of this Stipulation of Settlement shall


be provided to any appropriate licensing authority and this settlement shall not in any way otherwise bind any state or federal agency.

CONSENTED AS TO FORM, CONTENT AND ENTRY:


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

Dated: 7/10/2017

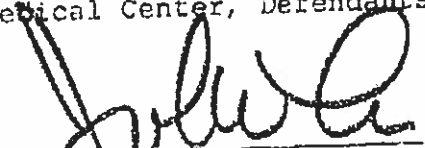
By: 
Anna M. Lascurain
Deputy Attorney General


Tatiana Sharahy, M.D, Individually
and on behalf of Health One
Medical & Physical Rehabilitation,
L.L.C., and Innovative Spine
Care, L.L.C., d/b/a Pure Anti-Aging
Medical Center, Defendants

Dated: 6/20/17


Wayne Miller, D.C., Individually
and on behalf of Health One
Medical & Physical Rehabilitation,
L.L.C., and Innovative Spine
Care, L.L.C., d/b/a Pure Anti-Aging
Medical Center, Defendants

Dated: 6/20/17


John W. Leardi, Esq.
Buttici Leardi & Werner LLC
Attorney for Defendants
Health One Medical & Physical
Rehabilitation, L.L.C., and
Innovative Spine Care, L.L.C.
d/b/a Pure Anti-Aging Medical Center,
Tatiana Sharahy, M.D., and
Wayne Miller, D.C.

Dated: 6/21/17

FILED

AUG 18 2017

ROBERT L. POLIFRONI, J.S.C.

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Attorney for Plaintiff-Intervenor

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Deputy Attorney General
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NJ Attorney ID No. 006211994

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-627-13

CIVIL ACTION

ORDER

ALLSTATE INDEMNITY COMPANY,
ALLSTATE INSURANCE COMPANY,
ALLSTATE NEW JERSEY INSURANCE
COMPANY, ALLSTATE NEW JERSEY
PROPERTY AND CASUALTY INSURANCE
COMPANY, ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY,
ENCOMPASS PROPERTY AND CASUALTY
COMPANY OF NEW JERSEY AND
ENCOMPASS INSURANCE COMPANY OF
NEW JERSEY,

Plaintiffs,

v.

JOHN K. BURGER, D.O., WAYNE
MILLER, D.C., TATIANA SHARAHY,
M.D., JAY PARIS, D.C., RICHARD
RYAN, D.C., SCOTT PARIS, M.D.,
MARIA ALVAREZ-PRIETO, M.D.,
YINGGANG ZHENG, M.D., JOHN
BURGER, D.O. P.A., HEALTH ONE
MEDICAL & PHYSICAL
REHABILITATION, L.L.C.,
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SERVICES, P.C., NEUROLOGY AND

PAIN MANAGEMENT CENTER, P.C.,
NEUROLOGY AND PAIN TREATMENT
CENTER, P.C., NEUROWAVE, L.L.C.
A/K/A IMR NEUROTESTING, RICARDO
MENDEZ AND JOHN DOES1-100,

Defendants,

v.

RICHARD J. BADOLATO, COMMISSIONER
OF THE NEW JERSEY DEPARTMENT OF
BANKING AND INSURANCE,

Plaintiff-Intervenor,

v.

JOHN K. BURGER, D.O., WAYNE
MILLER, D.C., TATIANA SHARAHY,
M.D., JAY PARIS, D.C., RICHARD
RYAN, D.C., SCOT PARIS, M.D.,
MARIA ALVAREZ-PRIETO, M.D.,
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BURGER, D.O. P.A., HEALTH ONE
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REHABILITATION, L.L.C.,
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SERVICES, P.C., NEUROLOGY AND
PAIN MANAGEMENT CENTER, P.C.,
NEUROLOGY AND PAIN TREATMENT
CENTER, P.C., NORTHEAST SPINE AND
WELLNESS, L.L.C., NEUROWAVE,
L.L.C. A/K/A IMR NEUROTESTING,
RICARDO MENDEZ AND JOHN DOES1-100

Defendants.

The Court having read the papers submitted in the above
captioned matter and having considered the good cause shown:

It is on the 18 day of Aug. 2017, ORDERED,

that:

Plaintiff-Intervenor's Motion to Enforce Litigant's Rights to Enforce Settlement on all terms pursuant to R. 1:10-3 against the Defendants, Wayne Miller, D.C., Tatiana Sharahy, M.D. and Innovative Spine Care, L.L.C. d/b/a Pure Anti-Aging Medical Center is hereby GRANTED;

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Wayne Miller, D.C. in the amount \$15,000.00 as a civil monetary penalty pursuant to N.J.S.A. 17:33A-5b; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Health One Medical & Physical Rehabilitation, L.L.C. in the amount \$15,000.00 as a civil monetary penalty pursuant to N.J.S.A. 17:33A-5b; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Tatiana Sharahy, M.D. in the amount \$15,000.00 as a civil monetary penalty pursuant to N.J.S.A. 17:33A-5b; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Innovative Spine Care, L.L.C. d/b/a Pure Anti-Aging Medical Center in the amount \$15,000.00 as a civil monetary penalty pursuant to N.J.S.A. 17:33A-5b; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Wayne Miller, D.C. in the amount \$4,000.00 as attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Tatiana Sharahy, M.D. in the amount \$4,000.00 as a attorney's fees pursuant to N.J.S.A. 17:33A-5b; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Tatiana Sharahy, M.D. in the amount \$1,000.00 as an insurance surcharge pursuant to N.J.S.A. 17:33A-5.1; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Wayne Miller, D.C. in the amount of \$1,000.00 as an insurance surcharge pursuant to N.J.S.A. 17:33A-5.1; and

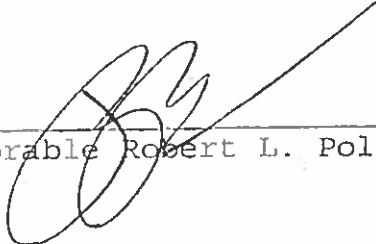
IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Health One Medical & Physical Rehabilitation, L.L.C. in the amount \$1,000.00 as an insurance surcharge pursuant to N.J.S.A. 17:33A-5.1; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Wayne Miller, D.C. in the amount of \$1,000.00 as an insurance surcharge pursuant to N.J.S.A. 17:33A-5.1; and

IT IS FURTHER ORDERED that judgment shall be docketed as a lien against Defendant, Innovate Spine Care, L.L.C. d/b/a Pure

Anti-Aging Medical Center in the amount \$1,000.00 as an insurance surcharge pursuant to N.J.S.A. 17:33A-5.1.

A copy of this Order shall be served on all parties within (5) days from the date of this Order.



Honorable Robert L. Polifroni, P.J.S.C.

Opposed

Unopposed