

the within Stipulation of Settlement; and

IT IS HEREBY STIPULATED AND AGREED, that Defendants violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq. ("Fraud Act"), by overcharging insurance companies, including Horizon Blue Cross and Blue Shield of New Jersey ("Horizon BCBSNJ") and CNA Insurance Company ("CNA"), when submitting insurance claim forms, specifically by:

- (1) billing for disposable medical supplies using incorrect billing codes applicable to durable medical equipment;
- (2) billing for disposable medical supplies using incorrect code modifiers;
- (3) billing for sales of disposable medical supplies as rentals; and
- (4) billing for disposable medical supplies by the number of days of the prescribed use as opposed to the number of medical supplies actually sold.

IT IS FURTHER HEREBY STIPULATED AND AGREED, that the aforementioned conduct constitutes multiple violations of the Fraud Act, and that any future violation of the Fraud Act shall be considered a subsequent violation; and

IT IS FURTHER HEREBY STIPULATED AND AGREED, that Defendants, jointly and severally, shall pay a total sum of

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

Rose V. McGill
Collections Department
New Jersey Department of Banking and Insurance
20 West State Street, 10th Floor
P.O. Box 325
Trenton, New Jersey 08625

IT IS FURTHER HEREBY STIPULATED AND AGREED, that Defendants shall pay restitution totaling \$31,800.00 to Horizon BCBSNJ, and shall immediately enter into a consent judgment in favor of Horizon BCBSNJ; and

IT IS FURTHER HEREBY STIPULATED AND AGREED, that Defendants shall pay restitution totaling \$1,200.00 to CNA, and shall immediately enter into a consent judgment in favor of CNA; and

IT IS FURTHER HEREBY STIPULATED AND AGREED, that in conjunction with the execution of this Stipulation of Settlement, the parties shall also enter into a consent judgment in favor of the Commissioner, which consent judgment shall be held by the Commissioner, and shall only be entered of record in the event of a default under this Stipulation by Defendants, after notice of said default is provided to Defendants and their counsel; and

If Defendants fail to make any scheduled payment within ten (10) days of its due date, the Commissioner can, upon notice to Defendants, declare the entire balance outstanding to be immediately

due and payable. Thereafter, 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; and

IT IS FURTHER HEREBY 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

IT IS FURTHER HEREBY STIPULATED AND AGREED, that this Stipulation of Settlement can be used in any subsequent civil or criminal proceeding, subject to any defenses that Defendants may assert against any third party claims; 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 that may be limited or discharged in a bankruptcy proceeding.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

Charles I. Tighe

Charles I. Tighe
(individually and on behalf of
Aberdeen Medical Services, Inc.)

Dated: 10/27/2017

Lynn M. Tighe

Lynn M. Tighe
(individually and on behalf of
Aberdeen Medical Services, Inc.)

Dated: 10/27/17

Daniel M. Baker

Daniel M. Baker, Esq.
Defendants' Attorney

Dated: 10/27/17

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

Dated: 11/14/17

By: [Signature]
Garen Gazaryan
Deputy Attorney General