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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - MIDDLESEX COUNTY
DOCKET NO. MID-DC-005766-18

MARLENE CARIDE, COMMISSIONER,)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
VALERIE DZIEPAK-CAVILL,)
)
Defendant.)
)

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner"), and Defendant Valerie Dziepak-Cavill ("Defendant") (collectively "Parties"), have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement; and

WHEREAS to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have determined and hereby agree that settlement is in each of their best interests.

NOW THEREFORE, in consideration of the mutual promises and obligations of the Settlement, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. This Settlement is effective on the date of signature of the last signatory of the Settlement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement.

2. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), by knowingly providing to New Jersey Manufacturers Insurance Company two fraudulently altered receipts in support of a November 1, 2012 claim for payment.

3. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violation of the Fraud Act shall be considered a subsequent violation.

4. Defendant agrees that she shall not engage in any future violations of the Fraud Act.

5. Defendant shall pay a total judgment of \$3,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,380.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$501.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b. \$119.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

6. Defendant shall satisfy the judgment upon the following terms and conditions:

a. Immediately upon execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner the entire Settlement Amount of \$3,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

7. 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 voluntary entered into without any degree of duress or compulsion.

8. 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.

9. 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.

10. This Settlement constitutes the complete agreement between the Parties, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Settlement.

11. This Settlement shall be binding on and inure to the benefit of the Parties to this Settlement and their respective successors and assignees, and no party may assign, delegate, or otherwise transfer any of its rights or obligations under this agreement without the written consent of other Parties.

12. In the event that any one or more of the provisions contained in this Settlement, other than provisions concerning payment and release, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement.

13. Any failure by a Party to insist upon the strict performance by any other Party of any provisions of this Settlement shall not be deemed a waiver of any of the provisions hereof, and, notwithstanding such failure, the Parties shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement to be performed by any or all of the Parties.

14. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Department: Ryan S. Schaffer, D.A.G.
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

If to Defendant: Valerie Dziepak-Cavill
113 James Street, Unit 212
Perth Amboy, NJ 08861

15. This Settlement shall be governed by the laws of the State of New Jersey without regard to any conflict-of-laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under Settlement will be the Superior Court of the State of New Jersey.

16. This Settlement may be executed in counterparts, each of which constitutes an original and all of which constitutes one and the same agreement.

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

18. 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:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: 7/11/18

By: 

Ryan S. Schaffer
Deputy Attorney General

Dated: 7/11/18


Valerie Dziepak, Cavill, Defendant