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Richard J. Hughes Justice Complex
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P. O. Box 117
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - BERGEN COUNTY
DOCKET NO. BER-L-6892-16

MARLENE CARIDE ¹ ,)	
COMMISSIONER OF THE NEW)	Civil Action
JERSEY DEPARTMENT OF)	
BANKING AND INSURANCE,)	STIPULATION OF SETTLEMENT
Plaintiff,)	
)	
v.)	
)	
BARRY KALLENBERG,)	
Defendant.)	

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner"), and Defendant Barry Kallenberg ("Defendant"), collectively "Parties," have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

¹ This action was commenced on behalf of Richard J. Badolato, former Commissioner of the Department of Banking and Insurance ("Department"). Pursuant to R. 4:34-4, the caption has been revised to reflect the current Commissioner of the Department.

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 asserts that he is domiciled in the State of Florida with a vacation home in New Jersey. Notwithstanding, he admits that he pleaded guilty to twenty-three counts of insurance fraud in Florida pursuant to F.S. 817.234(1), and the Commissioner alleges in the Complaint that each count constitutes a separate violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), as part of a scheme to collect benefits for lost/delayed luggage during the period of February 2010 to October 2012 from policies issued in the State of New Jersey by Amex Assurance Company and Allianz Global Insurance Company. This Settlement is meant to resolve those issues without the need for further fact finding or trial.

3. It is documented in prior Superior Court of New Jersey Law Division matters that Defendant has committed prior violations of the Fraud Act, and any future violation of the Fraud Act, under the law, shall be considered a subsequent violation.

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

5. Defendant shall pay a total judgment of \$185,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$170,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$6,500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$8,500.00 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 a payment in the amount of \$125,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Richard E. Wegrzyn, Jr., 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 \$60,000.00 in six installment payments of \$10,000.00 each, to be paid monthly on the first day of the month beginning on December 1, 2018, until the full Settlement Amount has been paid in full, by certified check, official bank check, or money order made payable 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

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 voluntarily entered into without any degree of duress or compulsion.

8. In conjunction with the execution of this Stipulation of Settlement, the parties shall also enter into a Judgment by Consent for the total amount of penalties and surcharge alleged in the Complaint, or \$286,000.00.

9. In the event of the failure by Defendant to pay Settlement Amount installment payments when due, Plaintiff shall provide written notice of the non-payment to Defendant. Such notice

shall be given to the person and address designated in the Paragraph 17 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class, registered or certified mail, postage prepaid. 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 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 file, docket and collect the Judgment by Consent, including post-judgment interest from the date of the Judgment by Consent, attorneys' fees expended to date and to collect this debt, and any other remedies available under the law.

10. The Parties agree that no additional attorneys' fees or costs shall be due to Plaintiff with regard to this action, except Defendant agrees to pay all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses, to Plaintiff, should he violate the terms of this agreement. This Stipulation of Settlement does not cover any future act by the Defendant, and does not cover any additional attorneys' fees' or costs due Plaintiff as a result of any future act by the

Defendant.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

If to the Department:

Richard E. Wegryn, Jr., DAG
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

If to Defendant:

Douglas Anton, Esquire
The Law Offices of Douglas Anton, Esq.
3 University Plaza Drive, Suite 407
Hackensack, New Jersey 07601

18. 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.

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

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

Licensing authority.


21. This Settlement can be used in any subsequent civil or criminal proceeding subject to rules of evidence for admissibility and Constitutional protections afforded a defendant.

22. 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

February 19, 2019
Dated: ~~October~~ __, 2018

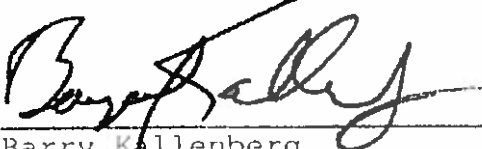
By: 
Richard E. Wegrzyn, Jr.
Deputy Attorney General

DOUGLAS ANTON
Attorney for Defendant

February 7, 2019
Dated: ~~October~~ __, 2018

By: 
Douglas Anton, Esquire

February 7, 2019
Dated: ~~October~~ __, 2018

By: 
Barry Kallenberg

Defendant