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ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
P. O. Box 117
Trenton, New Jersey 08625-0117

By: Anna Lascurain
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - UNION COUNTY
DOCKET NO. UNN-L-1574-18

MARLENE CARIDE,)	
COMMISSIONER OF THE)	<u>Civil Action</u>
NEW JERSEY DEPARTMENT OF)	
BANKING AND INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
v.)	
)	
ROBEN BROOKHIM,)	
)	
Defendant.		

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner" or "Plaintiff")¹, and Defendant Roben Brookhim ("Defendant") (collectively, the "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, the Parties have determined and hereby agree that settlement is in each of their best interests, and for good cause shown.

NOW THEREFORE, 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 he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), by knowingly providing false and misleading information to Delta Dental Insurance ("Delta"), Aetna Insurance Company ("Aetna") and Guardian Life Insurance Company ("Guardian"), specifically by presenting false statements concerning his license to practice dentistry, specifically using the dental license of a deceased dentist after his own license had been revoked, knowing that those statements contained false and misleading information in violation of the Fraud Act.

3. Defendant's aforementioned conduct constitutes multiple violations 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 \$57,750.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$50,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$5,250.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and \$2,500.00 in a statutory fraud surcharge pursuant to N.J.S.A. 17:33A-5.1.

6. Defendant shall satisfy the Settlement Amount on the following terms and conditions:

- a. Plaintiff acknowledges receipt of a personal check from Defendant in the amount of \$4,812.50. This Settlement is contingent on that check clearing Defendant's bank and good funds being transferred in that full amount to Plaintiff. This Settlement shall be null and void if the \$4,812.50 check does not clear.
- b. Upon execution of this Stipulation of Settlement by Defendant, Defendant shall immediately remit to the attorney for the Commissioner a payment in the amount of \$5,187.50 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

- c. Defendant shall remit the remaining balance of \$47,750.00 in monthly installment payments of \$5,000.00 each with a final installment payment of \$2,750, each payment to be paid on or by the first day of each month, beginning April 1, 2019, until the full Settlement Amount has been paid, 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 voluntary 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 an Order of Entry

of Judgment by Consent for the entire Settlement Amount, which shall be docketed with the Superior Court as a statewide lien.

9. In the event of the failure by Defendant to pay any Settlement Amount installment payment when due, the entire Settlement Amount shall be immediately due and payable, upon written notice by Plaintiff. Such notice shall be given to the person and address designated in the Paragraph 16 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice so given shall be effective upon: (a) receipt; or (b) 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.

10. 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 nonpayment, then 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.

11. The Parties agree that each Party shall bear its own legal and other costs incurred in connection with this matter, and no additional attorneys' fees or costs shall be due, except

Defendant agrees to pay all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

12. 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.

13. 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.

14. 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.

15. In the event that any one or more of the provisions contained in this Settlement, other than provisions concerning payment, 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. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Commissioner: Anna Lascurain, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

If to Defendant: Stephen N. Dratch, Esq.
Law Office of Franzbbblau Dratch
Plaza One, 354 Eisenhower Parkway
P.O. Box 472
Livingston, New Jersey 07039

17. 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.

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

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

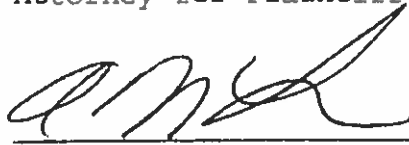
20. The penalties of this Settlement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

CONSENTED AS TO FORM, CONTENT AND ENTRY OF ORDER:

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

Dated: Feb. 25, 2019

By:

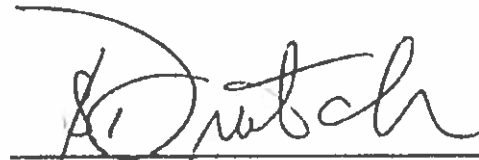


Anna M. Lascurain
Deputy Attorney General

The Law Firm of Franzblau Dratch

Dated: FEB 28, 2019

By:



Stephen Dratch, Esq.
Attorney for Defendant

Dated: FEB 29, 2019



Roben Brookhim
Defendant