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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART-ATLANTIC COUNTY
DOCKET NO.: ATL-DC-007780-18

MARLENE CARIDE,
COMMISSIONER OF THE NEW
JERSEY DEPARTMENT OF
BANKING & INSURANCE,

Plaintiff,

v.

RONALD W. GRANT, JR.,

Defendant.

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant, Ronald W. Grant, Jr. ("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").

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 (the "Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), by knowingly providing false and misleading statements concerning a material fact in support of Defendant's claim for payment or other insurance benefit submitted to Farmers of Salem ("Farmers") by providing two fraudulent "Bartlett Tree Services" invoices in support of Defendant's claim for payment pursuant to his homeowner's insurance policy with Farmers, knowing that the two invoices contained false or misleading information concerning Defendant's claim for payment. Defendant's conduct constitutes one violation of the Fraud Act, and any future violation of the Fraud Act shall be considered a subsequent violation.

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

4. Defendant shall pay a total judgment of \$3,125.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorney fees pursuant to N.J.S.A. 17:33A-5(b); and \$125.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

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

a. Immediately on execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a lump sum payment in the amount of \$3,125.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

6. On paying the Settlement Amount, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid. All interest in the monies, and any subsequent interest income derived therefrom, shall inure entirely to the benefit or direction of Plaintiff.

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

If to the Commissioner: Telge N. Peiris, 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: Ronald W. Grant, Jr.
6650 Weymouth Road
Mays Landing, New Jersey, 08330

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

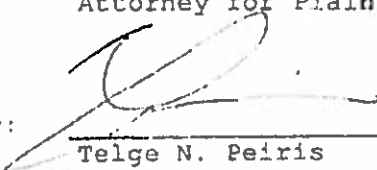
13. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation of Settlement shall be provided to any appropriate licensing authority.

14. 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: March ²⁷~~20~~ 2019 By:




Telge N. Peiris
Deputy Attorney General

Dated: March 20, 2019



Ronald W. Grant, Jr., Defendant

Dated: March 30, 2019



Louis M. Barbone, Esq.
Jacobs & Barbone, P.A.
Counsel for Defendant