

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

By: Ashleigh B. Shelton
Deputy Attorney General
NJ Attorney ID: 294162019
(609) 376-2965
Ashleigh.Shelton@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-OCEAN COUNTY
DOCKET NO. OCN-L-19-17

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

Plaintiffs,

v.

ANALI RIVERA et al.,

Defendants.

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance¹ ("Plaintiff" or "Commissioner"), and Defendant Anali Rivera ("Defendant") (collectively "Parties") have reached an amicable agreement

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

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. Defendant admits she violated N.J.S.A. 17:33A-4(e), as pleaded in the Complaint.

2. Defendant shall pay a total judgment of \$5,750.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$5,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and \$250.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

3. 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 lump sum payment in the amount of \$5,750.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

b. 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 in income derived therefrom, shall insure entirely to the benefit of Plaintiff pursuant to the terms of this Stipulation of Settlement.

4. 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.

5. 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.

6. 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.

7. 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.

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

If to the Commissioner: Ashleigh B. Shelton
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: John Macce, Esq.
Macce & Cresti, P.C.
17 East Main Street
Clinton, New Jersey 08809

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

10. 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.

11. This Settlement can be used in any subsequent civil or criminal proceeding.

12. 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.

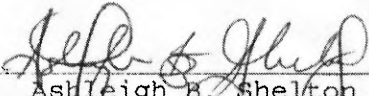
13. Upon receipt of the payment as set forth in Paragraph 3a above, this Stipulation shall act as a dismissal of any and all claims in Plaintiff's Complaint with prejudice as to the Defendant, provided the Defendant fully performs under the terms of the Stipulation.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

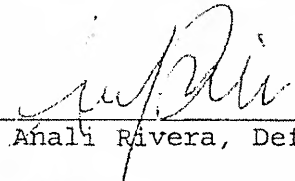
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: 9/24/20

By: 
Ashleigh B. Shelton
Deputy Attorney General

Dated: 9/21/20


Anali Rivera, Defendant

Dated: 9/21/20


John Macce, Counsel for Defendant