

GURBIR S. GREWAL
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
Deputy Attorney General
(609) 376-2965
NJ Attorney ID: 006211994
anna.lascurain@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - OCEAN COUNTY
DOCKET NO. OCN-L-1365-20

MARLENE CARIDE,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
STEVEN J. POLLACK, D.C.)
and POLLACK HEALTH AND)
WELLNESS, INC.)

Civil Action

STIPULATION OF SETTLEMENT

Defendants.

The claims in this action have been settled and resolved limited to the following parties, Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), Defendant, Steven Pollack ("Defendant") and Pollack Health and Wellness (collectively the "Pollack

Defendants");

WHEREAS, for good cause shown, the Parties have reached an agreement resolving the issues in controversy, and consent to the entry of the within Stipulation of Settlement ("Stipulation") pursuant to the terms and conditions below:

1. The Pollack Defendants, and Defendant Pollack individually, acknowledges the failure to maintain adequate books and records in violation of N.J.A.C. 13:44E-2.2.

2. Such conduct constitutes a violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-4(a)(2) ("Fraud Act") which allegations are disputed by Defendants;

3. Defendant Pollack, shall pay a total aggregate Settlement Amount of \$59,095.00. This amount includes \$50,00.00 in penalties, a \$3000.00 surcharge, \$1095.00 in restitution and \$5,000.00 in attorneys' fees to Plaintiff ("Settlement Amount").

4. The settling Defendant shall pay the Settlement Amount upon the following terms and conditions:

a. No later than March 1, 2021, Defendant shall remit to the attorney for Plaintiff payment in the amount of \$25,000.00 by certified check, official bank check, money order, or attorney trust check made payable to the "Commissioner, New Jersey Department of Banking and Insurance" sent to:

Anna M. Lascurain, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex

25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

b. Commencing on no later than the 15th day of each month thereafter, until the Settlement Amount has been paid in full, the Defendant shall remit the monthly sum of \$2550.00 by certified check, official bank check, money order, or attorney trust check 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

Restitution shall be paid from the Defendant directly to the Horizon in the amount of \$1095.00.

c. All communications/notices from any party concerning the subject matter of this Stipulation shall be addressed as follows:

If to the Plaintiff:

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

If to Defendant Pollack:

Mr. Kevin Starkey, Esq.
Starkey, Kelly, Kenneally Cunningham and Turnbach
Two Hooper Avenue
Toms River, NJ 08753

5. Simultaneously with the execution of this Stipulation, Defendant shall sign a separate Consent Judgment for the full Settlement Amount of \$59,095.00 ("Consent Judgment").

6. The filing of the fully executed Stipulation shall serve as a Stipulation of Dismissal with Prejudice of the Complaint except for the filing of the Consent Judgment pursuant to the paragraph 5 herein.

7. This Stipulation 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 the Stipulation will be the Superior Court of the State of New Jersey.

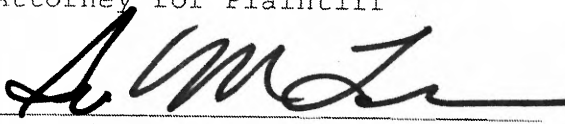
8. The penalties of this Stipulation are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

9. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts hereof shall collectively constitute a single agreement.

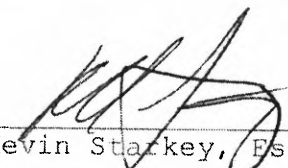
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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


Dated: Feb 3, 2021

By: 
Anna M. Lascurain
Deputy Attorney General

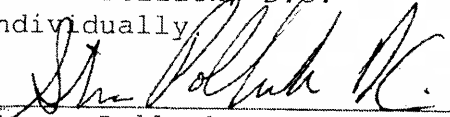
Dated: Feb 3, 2021

By: 
Kevin Starkey, Esq.
Starkey, Kelly, Kenneally
Cunnigham and Turnbach
Attorney for Steven Pollack

Dated: Feb 2, 2021

By: 
Steven Pollack, D.C.
Individually

Dated: Feb 2, 2021

By: 
Steven Pollack, D.C.
On behalf of Pollack Wellness