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Attorney for the Commissioner

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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.

SERGIO MORENO 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 Sergio Moreno ("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 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(e), by knowingly acting as a runner in exchange for remuneration at the direction of, request of, or in cooperation with Defendant Anhuar Bandy and/or Defendant Karim Bandy.

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violations of the Fraud Act shall be considered second and subsequent violations.

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

4. 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.

5. 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 down payment in the amount of \$100.00 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. Defendant shall remit the remaining balance of \$5,650.00 in monthly installment payments of \$156.95 each, to be paid on or by the first day of each month, with the final monthly payment totaling \$156.75, beginning May 1, 2021, 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

6. 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.

7. 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 for the attorneys' fees that Defendant agrees to pay to the Commissioner herein, and Defendant agrees to pay all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

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. 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: Sergio Moreno
127 Ripley Place
Elizabethport, New Jersey 07206

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

12. 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.

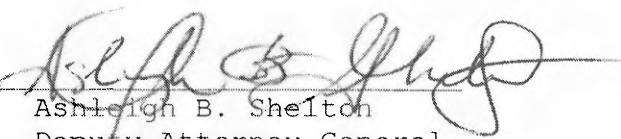
13. This Settlement can be used in any subsequent civil or criminal proceeding.

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: 3/27/2021

By: 
Ashleigh B. Shelton
Deputy Attorney General

Dated: 3/30/21


Sergio Moreno, Defendant