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Richard J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625-0117

By: Anna M. Lascurain  
Deputy Attorney General  
(609) 376-2965  
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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - OCEAN COUNTY  
DOCKET NO. OCN-L-0019-17

MARLENE CARIDE, )  
COMMISSIONER OF THE )  
NEW JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
BRAD SCHENERMAN, )  
 )  
Defendant. )

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner"), and Defendant Brad Schenerman ("Defendant") (collectively, "Parties") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Stipulation").

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 that he violated N.J.S.A. 17:33A-4(c) of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically Defendant knowingly benefitted by accepting 36 patient referrals from Karim and Anhuar Bandy that were obtained in violation of the Fraud Act.

2. Defendant's aforementioned conduct constitutes 36 violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(c).

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

4. Defendant shall pay a total amount of \$50,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$40,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$8,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$2000.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the settlement amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$10,000.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and send 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. Defendant shall remit the remaining balance of \$40,000.00 in forty (40) monthly installment payments of \$1,000.00 each, to be paid on or by the fifteenth day of each month, beginning November 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 send 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 Stipulation has been made to or relied upon by Defendant in agreeing to this Settlement. Defendant represents that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion.

7. In conjunction with the execution of this Stipulation, the parties shall also enter into an Order of Entry of Judgment by Consent for the entire Settlement Amount, which will be docketed with the Superior Court of New Jersey as a statewide lien. A warrant of satisfaction shall be issued when the Settlement Amount is paid in full.

8. 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 the Commissioner. Such notice shall be given to the person and address designated in the Paragraph 12 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) on the fifth (5<sup>th</sup>) 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. 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 non-payment, 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.

9. 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 the Commissioner's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) and all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

10. For purposes of construction, this Stipulation shall be deemed drafted by all Parties to this Stipulation and therefore shall not be construed against any Party for that reason in any subsequent dispute.

11. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons indicated below.

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

If to the Commissioner: 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

If to Defendant: A. Ross Pearlson, Esquire  
Chiesa, Shahinian and Giontomasi, LLC  
One Boland Drive  
West Orange, New Jersey 07052

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

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

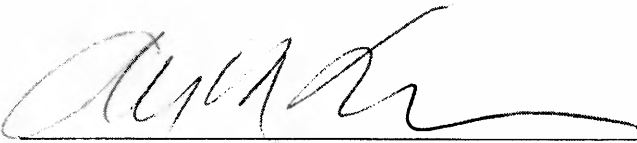
15. This Stipulation may be used in any subsequent civil or criminal proceedings.

16. 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.

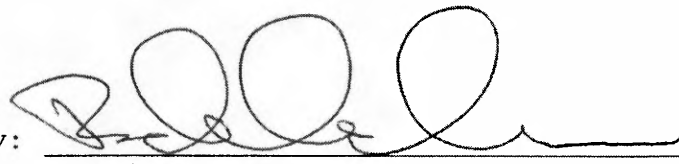
**CONSENTED AS TO FORM, CONTENT, AND ENTRY:**

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

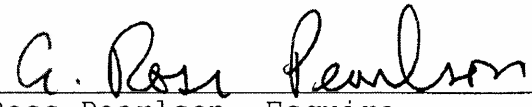
Dated: 11-22-2021

By:   
Anna M. Lascurain  
Deputy Attorney General

Dated: 11/17/2021

By:   
Brad Schenerman  
Defendant

Dated: 11/18/2021

By:   
A. Ross Pearlson, Esquire  
Chiesa, Shahinian and Giantomasi,  
LLC  
Attorney for Defendant