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MARLENE CARIDE, Commissioner of  
the New Jersey Department of Banking  
and Insurance,

Plaintiff,

v.

EZRA LIGHTMAN,

Defendants

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BERGEN COUNTY  
DOCKET NO. BER-L-1405-21

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance (“Plaintiff” or “Commissioner”), and Defendant Ezra Lightman (“Defendant,” together with Plaintiff, the “Parties”) have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement (“Settlement”);

WHEREAS, Plaintiff’s Complaint alleged that Defendant failed to disclose treatment for various medical issues on an application and questionnaire for a life insurance policy, in violation of N.J.S.A. 17:33A-4(a)(3) and N.J.S.A. 17:33A-4(a)(4)(b);

WHEREAS, a person violates the IFPA if he conceals or knowingly fails to disclose the occurrence of an event which affects any person’s initial or continued right or entitlement to (a)

any insurance benefit or payment or (b) the amount of any benefit or payment to which the person is entitled. N.J.S.A. 17:33A-4(a)(3);

WHEREAS, it is a violation of the IFPA to make any written or oral statement, intended to be presented to any insurance company or producer for the purpose of obtaining an insurance policy, knowing that the statement contains any false or misleading information concerning any fact or thing material to an insurance application or contract. N.J.S.A. 17:33A-4(a)(4)(b);

WHEREAS, Defendant represents that based upon consultation with a medical professional he did not knowingly fail to disclose his condition but acknowledges that his subjective state of mind as to the interpretation of a question on his insurance application is neither material nor relevant in determining the falsity of his answer to an objective question, as per applicable law, including *State v. Nasir*, 355 N.J. Super. 96, 106 (App. Div. 2002);

WHEREAS, based on the aforementioned law, Defendant admits that he violated the IFPA, specifically N.J.S.A. 17:33A-4(a)(3) and N.J.S.A. 17:33A-4(a)(4)(b), as alleged in Plaintiff's complaint;

WHEREAS, the Parties have determined and hereby agree that this settlement and compromise is in each of their best interests.

NOW THEREFORE, the parties agree to fully and finally settle this matter pursuant to the terms and conditions ("Terms") below.

1. Defendant agrees that, as a consequence of this Stipulation and for the purpose of this and any other action filed by DOBI only, any future violations of the IFPA shall be considered subsequent violations pursuant to N.J.S.A. 17:33A-5(c).

2. Defendant agrees that he shall not engage in any future violations of the NJIFPA.

3. Defendant shall pay a total judgment of \$TBD to the Commissioner (“Settlement Amount”). This Settlement Amount consists of \$1,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$10,245.00 in attorneys’ fees pursuant to N.J.S.A. 17:33A-5(b); and a \$75.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

4. Defendant shall satisfy the judgment upon the following terms and conditions:

Immediately upon execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Plaintiff the entire amount of \$11,820.00, by certified check, official bank check, or money order made payable to the “Commissioner, New Jersey Department of Banking and Insurance” and sent to:

Chandra M. Arkema, Deputy Attorney General  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
PO Box 117  
Trenton, New Jersey 08625

5. 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.

6. This Settlement 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.

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 Defendant agrees to pay Plaintiff’s attorneys’ fees pursuant to N.J.S.A. 17:33A-5(b) in the amount

stated in paragraph 4, and 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 of 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:

Chandra M. Arkema  
Deputy Attorney General  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
PO Box 117  
Trenton, New Jersey 08625

If to Defendant:

Samuel Scott Cornish, Esq.  
CALCAGNI & KANEFSKY LLP  
One Newark Center  
1085 Raymond Blvd., 14th Floor  
Newark, New Jersey 07102

11. This Settlement may be executed in counterparts; each of which constitutes an original and all of which constitute 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 of this State," if any.

13. This Stipulation of Settlement may be used in any subsequent civil or criminal proceedings.

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.

15. 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.

**CONSENTED AS TO TERMS AND ENTRY OF THIS STIPULATION:**

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

Dated: June 24, 2022

By: *Chandra Arkema*  
Chandra M. Arkema  
Deputy Attorney General

CALCAGNI & KANEFSKY LLP  
*Attorney for Defendant Ezra Lightman*

Dated: June 16, 2022, 2022

By: *Samuel Cornish*  
Samuel Scott Cornish, Esq.