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ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART- ESSEX COUNTY
DOCKET NO. ESX-DC-7818-22

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

Civil Action

STIPULATION OF SETTLEMENT

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant Phallyka Nuon ("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; and

WHEREAS, the Parties consent to the entry of the within Settlement pursuant to the terms and conditions below.

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendant acknowledges a single violation of 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(f)(1).

2. 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 Settlement Amount of \$5,550.00 to Plaintiff ("Settlement Amount").

5. This Settlement Amount consists of \$5,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$300.00 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

6. Defendant shall pay the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation by Defendant, but no later than March 1, 2023, Defendant shall remit to the attorney for the Commissioner a lump sum payment in the amount of \$ \$5,550.00, by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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 08625-0117

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 Stipulation. Defendant represents that this Stipulation is freely and voluntary entered into without any degree of duress or compulsion.

7. Upon receipt of the payments this Stipulation shall act as a dismissal of any and all claims in Plaintiff's Complaint with prejudice as to the Defendant.

8. In the event of the failure by the Defendant to remit the lump sum Payment, Plaintiff shall provide written notice of the non-payment to Defendant. Such notice shall be given to the person and address designated in Paragraph 14 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or

(c) first class, registered or certified mail, postage prepaid. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5th) 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 Stipulation within fifteen (15) calendar days from the date of notice of non-payment, then Plaintiff may file, docket and collect a Judgment, including post-judgment interest, attorneys' fees expended to date and to collect this debt, and any other remedies available under the law.

9. The Parties agree that no additional attorneys' fees or costs shall be due, except Defendant shall pay all reasonable costs of collection and enforcement of this Stipulation, 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 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 08625-0117

If to the Defendant:
The Law Firm of Brady and Correale
Robert Correale, Esq.
100 East Hanover Avenue, Suite#201
Cedar Knolls, NJ 07927

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. 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:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Anna M. Lascurain

Dated: February 20, 2023

Anna M. Lascurain
Deputy Attorney General

Dated: February 22, 2023

Robert D. Correale
Robert Correale, Esq.
Attorney for Defendant
Phallyka Nuon

Dated: *2/22/2023*

Phallyka Nuon
Defendant