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Attorney for Plaintiff  
Richard J. Hughes Justice Complex  
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JUSTIN ZIMMERMAN, ACTING	)	SUPERIOR COURT OF NEW JERSEY
COMMISSIONER OF THE	)	LAW DIVISION-MERCER COUNTY
NEW JERSEY DEPARTMENT OF	)	
BANKING AND INSURANCE <sup>1</sup> ,	)	DOCKET NO. MER-L-001664-22
	)	
Plaintiff,	)	<u>Civil Action</u>
	)	
v.	)	
	)	<b>STIPULATION OF SETTLEMENT</b>
SUMMIT PHARMACY, INC. AND	)	
SHERRI OXFORD,	)	
	)	
Defendants.	)	

WHEREAS Plaintiff, Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendants, Summit Pharmacy, Inc. ("Summit") and Sherri Oxford ("Oxford") (collectively, the "Parties"), have reached an amicable agreement resolving the

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<sup>1</sup> Pursuant to R. 4:34-4, the caption has been revised to reflect the Acting Commissioner of the Department.

issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Stipulation"); and

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. Oxford admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"). Specifically, Oxford worked as a pharmacist at Summit from September 28, 2012, until October 31, 2012, while her pharmacist license was suspended by the Arizona State Board of Pharmacy. The cost of the prescription medications improperly filled by Oxford during this time period were submitted by Summit for reimbursement to insurance companies for insureds in New Jersey, in violation of N.J.S.A. 17:33A-4(a)(2).

2. Oxford agrees that she shall not engage in any future violations of the Fraud Act. Any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(c).

3. Summit acknowledges and agrees that while it was unaware that her pharmacist license had been suspended, it nonetheless has agreed to take responsibility for the actions of Oxford in filling prescriptions while employed at Summit from

September 28, 2012, until October 31, 2012, while her pharmacist license was suspended.

4. Summit shall pay the total amount of \$75,558.26 to the Commissioner ("Settlement Amount"). The Settlement Amount consists of \$46,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$5,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); restitution to insurance companies of \$22,258.26 pursuant to N.J.S.A. 17:33A-5(a); and a \$2,300.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Summit shall pay restitution to insurance companies of \$22,258.26 as follows: Good2Go Auto Insurance-\$1,090.73; Ameriprise Auto & Home Insurance-\$1,334.97; MAPFRE Insurance a/k/a American Commerce Insurance-\$207.97; Farm Family/American National-\$3,673.36; Farmers Insurance Group-\$3,602.09; The Hanover Insurance Group-\$2,858.31; Nationwide Insurance Co.-\$631.51; NJM Insurance Group-\$3,399.95; New Jersey Property-Liability Insurance Guaranty Association-\$56.05; Selective Insurance Company of America-\$5,403.32.

6. Summit shall pay the Settlement Amount in a lump sum upon execution of this Stipulation by certified check, official bank check, or money order made payable to the "Acting Commissioner, New Jersey Department of Banking and Insurance" and send it to:

Jeffrey S. Posta, DAG  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625

7. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by Defendants in agreeing to this Stipulation. Defendants represent that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion.

8. 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.

9. 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.

10. All communications concerning the subject matter of this Stipulation shall be addressed as follows:

If to the Commissioner: Jeffrey S. Posta, DAG  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625

If to Summit: John A. Zohlman III, Esq.  
Hagner & Zohlman, LLC  
57 Kresson Road  
Cherry Hill, NJ 08034

If to Oxford: Fioravante Bucci, Esq.  
Fiore Law Group  
1415 Marlton Pike East, Suite 311  
Cherry Hill, NJ 08034

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

12. The penalties included in 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.

13. This Stipulation is intended to settle and resolve all claims by and between the Parties, including all crossclaims.

14. Upon payment by Summit of the Settlement Amount, in good funds, the Parties shall file a Stipulation of Dismissal With Prejudice as to all claims and crossclaims.

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

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

Dated: August 12, 2024

By: s/Jeffrey S. Posta  
Jeffrey S. Posta  
Deputy Attorney General

HAGNER & ZOHLMAN, LLC  
Attorney for Defendant, Summit  
Pharmacy, Inc.

Dated: August 12, 2024

By: s/John A. Zohlman, III  
John A. Zohlman III

FIORE LAW GROUP  
Attorney for Defendant, Sherri  
Oxford

Dated: August 12, 2024

By: s/Fioravante Bucci  
Fioravante Bucci