

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625
Attorney for Plaintiff

By: William B. Puskas, Jr.
Deputy Attorney General
N.J. Attorney ID No. 014901976
(609) 292-7669
William.Puskas@dol.lps.state.nj.us

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - OCEAN COUNTY
DOCKET NO. OCN-L-2955-15

RICHARD J. BADOLATO,)
COMMISSIONER, NEW)
JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
)
DARREN C. EDWARDS,)
)
)
Defendant.)

Civil Action

STIPULATION OF SETTLEMENT

BFD NO. 08-2258-03

The claim in this action having been settled and resolved by the parties, Plaintiff, Richard J. Badolato, Commissioner of the State of New Jersey Department of Banking & Insurance, and Defendant, Darren C. Edwards:

IT IS HEREBY STIPULATED AND ACKNOWLEDGED by the parties that shortly after having been served with the complaint

in this matter, defendant Darren C. Edwards, through his attorney, Scott W. Geldhauser, Esq., contacted plaintiff Commissioner's attorney, Deputy Attorney General William B. Puskas, Jr., to discuss and negotiate settlement of this matter; and

IT IS FURTHER STIPULATED AND AGREED by the parties that that it their mutual intent and desire to settle this matter and avoid further litigation; and

IT IS FURTHER STIPULATED AND ACKNOWLEDGED by the parties that, on or about June 1, 2006, Edwards filed a false report to the Lakewood Police Department that his motor vehicle had been stolen in order to submit a claim for benefits to GEICO Insurance Company ("Liberty Mutual") for the theft of the vehicle, and to collect insurance benefits therefrom, in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq. ("IFPA"); and

IT IS FURTHER STIPULATED AND ACKNOWLEDGED by the parties that, on or about February 9, 2008, a Complaint was issued in the Newark Municipal Court charging Edwards with violating: 1) N.J.S.A. 2C:17-1(a)(2) - Aggravated Arson; 2) N.J.S.A. 2C:20-4 - Attempted Theft by Deception; and 3) N.J.S.A. 2C:21-4.6(a) - Insurance Fraud (Third Degree); and

IT IS FURTHER STIPULATED AND ACKNOWLEDGED by the parties that, on July 31, 2009, Edwards pled guilty to N.J.S.A.

2C:20-4 - Attempted Theft by Deception, and N.J.S.A. 2C:21-4.6(a) - Insurance Fraud (Third Degree); and

IT IS FURTHER STIPULATED AND AGREED that the above conduct constitutes violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq. ("the Fraud Act"), and that any future violation of the Fraud Act shall be considered a subsequent violation; and

IT IS FURTHER STIPULATED AND AGREED that defendant Darren C. Edwards shall pay a sum of \$5,744.95 ("Settlement Amount") to the New Jersey Department of Banking & Insurance, which consists of a civil penalty in the amount of \$3,750.00 in accordance with N.J.S.A. 17:33A-5b, a \$187.50 surcharge in accordance with N.J.S.A. 17:33A-5.1, costs of service in the amount of \$59.95 in accordance with N.J.S.A. 17:33A-5b, and attorneys' fees of \$1,500.00 in accordance with N.J.S.A. 17:33A-5b, to be satisfied upon the following terms and conditions:

1. Upon execution of this Stipulation of Settlement, Cuff shall remit to the attorney for the Commissioner of the New Jersey Department of Banking & Insurance a payment in the amount of One Thousand Dollars and 00/100 cents (\$1,000.00), made payable to "Commissioner, New Jersey Department of Banking & Insurance" in a Certified Check, Money Order, or Attorney's Trust Account check.

2. Beginning December 1, 2016, and continuing thereafter on the 1st day of each consecutive month for the next 24 months thereafter (November 1, 2018) or until such time as the balance is paid in full, whichever shall first occur, Edwards shall pay the amount of One Hundred Ninety-Seven Dollars and 70/100 cents (\$197.70) to "Commissioner, New Jersey Department of Banking & Insurance."

3. All payments are to be made via cashier's check, money order or other certified funds, made payable to "Commissioner, New Jersey Department of Banking & Insurance." After the initial payment is submitted as directed in Paragraph 1 above, all subsequent payments shall be addressed to:

**New Jersey Department of Banking and Insurance
Bureau of Fraud Deterrence
20 West State Street
P.O. Box 325
Trenton, New Jersey 08625**

4. The Bureau of Fraud Deterrence File Number, 08-22558-03, shall be entered on all payments and any other communications.

5. In conjunction with the execution of this Stipulation of Settlement, the parties shall also enter into a Consent Judgment for the entire amount owed.

6. (a) Edwards and Mr. Geldhauser represent that Edwards has retained Mr. Geldhauser to represent Edwards in connection with his claim for damages resulting from personal

injuries sustained by Edwards in a motor vehicle accident on or about July 20, 2015, in Toms River, New Jersey. Edwards hereby agrees that this Stipulation of Settlement shall serve to create a lien upon any net monies recovered, after payment of attorney's fees and expenses of litigation, by Edwards in satisfaction of his claim for damages. In the event that at the time of final disposition of Edwards' claim for damages, by way of final judgment or settlement, there is any outstanding balance due hereunder, Edwards hereby agrees to pay, and hereby directs and authorizes Mr. Geldhauser, or any subsequent counsel, to disburse in accordance herewith, from the net proceeds of any judgment or settlement, (i) sufficient monies to satisfy in full the outstanding balance due hereunder or (ii) the entire net proceeds of settlement, whichever is less, within 15 days of receipt of the judgment or settlement amount.

(b) Edwards hereby agrees to, and further directs and authorizes Mr. Geldhauser, and any subsequent counsel, to, and Mr. Geldhauser agrees to, notify the Bureau of Fraud Deterrence and the Department's counsel, in writing, within 10 days of the occurrence of any of the following events: (i) filing of a complaint with a court of competent jurisdiction seeking damages for the above described claim; (ii) disposition of said claim for damages by way of final judgment or settlement, together with a copy of the necessary document(s) to

evinced said final judgment or settlement; and (iii) any substitution of counsel on behalf of Edwards. In the event counsel is substituted for Mr. Geldhauser in this matter, Edwards and Mr. Geldhauser jointly and severally agree to advise said substituted counsel of the existence of this Stipulation of Settlement and the lien created herein on the net proceeds of judgment or settlement of Edwards' claims for damages arising from the July 20, 2015 motor vehicle accident, and to provide written documentation thereof to the Bureau of Fraud Deterrence and the Department's counsel.

(c) Edwards hereby directs and authorizes Mr. Geldhauser, and any subsequent counsel, to, and Mr. Geldhauser agrees to, provide the Bureau of Fraud Deterrence and the Department's counsel, upon their inquiry, with status updates regarding Edwards' damages claim.

7. If Edwards fails to make any scheduled payment within ten (10) days after its due date, the Commissioner can, upon notice to Edwards, declare the entire balance outstanding to be immediately due and payable. Thereafter, the Commissioner may take any action available under the laws of this State to collect the amount outstanding at that time, including post-judgment interest from the date of the judgment, attorneys' fees and any other remedies available under the law.

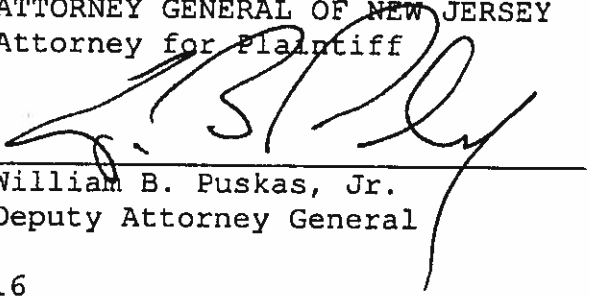
IT IS FURTHER STIPULATED AND AGREED that this Stipulation of Settlement may be used against Edwards in any civil or administrative proceeding related to a violation of N.J.S.A. 17:33A-1 et seq., including a professional license suspension or revocation proceeding;

IT IS FURTHER STIPULATED AND AGREED that pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation of Settlement shall be provided to any appropriate professional licensing authority; and

IT IS FURTHER STIPULATED AND AGREED that the penalties of this Stipulation of 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.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

By:



William B. Puskas, Jr.
Deputy Attorney General

Dated: October 12, 2016
~~September~~




Darren C. Edwards
Defendant

Dated: September 28, 2016

Geldhauser & Rizzo LLC
Attorneys for Defendant

By:



Scott W. Geldhauser, Esq.

Dated: September 23, 2016