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ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
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Trenton, New Jersey 08625

By: Anna M. Lascurain
Deputy Attorney General
(609) 376-2965
Attorney ID No. 006211994

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION- MERCER COUNTY
DOCKET NO. L-1944-19

MARLENE CARIDE, :
COMMISSIONER OF THE NEW :
JERSEY DEPARTMENT OF :
BANKING & INSURANCE, :
 :
Plaintiff, :
 :
v. :
 :
LYDIA SUN, a/k/a :
LIJUAN SUN and SUN :
WELLNESS LLC . :
 :
Defendant. :
_____ :

Civil Action

STIPULATION OF SETTLEMENT

The claims in this action have been settled and resolved limited to the following parties, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendants, Lydia Sun, and Sun Wellness LLC (collectively the "Sun Defendants") (collectively with Plaintiff the "Parties");

WHEREAS, for good cause shown, the Parties have reached an agreement resolving the issues in controversy, and consent to the entry of the within Stipulation of Settlement ("Stipulation") pursuant to the terms and conditions below.

1. The Sun Defendants, and Lydia Sun, M.D individually, acknowledge the submission of a number (8) of reimbursement claims incorrectly setting for CPT CODE 99244 without complete documentation for such services.

2. Such conduct constitutes a violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") which allegations are disputed by Defendants;

3. Defendants agree that they shall not engage in any future violations of the Fraud Act.

4. The Sun Defendants shall pay a total Settlement Amount of \$87,000.00 to the Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$70,000 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$10,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$7,000.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. The Sun Defendants shall pay the Settlement Amount upon the following terms and conditions:

a. Within ten days upon execution of this Stipulation, the Sun Defendants shall remit to the attorney for the Plaintiff a lump sum payment in the amount of \$87,000 by certified check, official bank check, money order, or attorney trust check made payable to the "Commissioner, New Jersey Department of Banking and Insurance" on or about March 31, 2020 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

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

If to the Department:

Anna M. Lascurain, DAG
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

If to Defendants:

Mr. John Zen Jackson, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
PO Box 5600
Woodbridge, New Jersey 07095-0988

6. Should the Sun Defendants fail to make any of the payments as set forth in Paragraph 5 above, then upon motion to the Court with notice to the Sun Defendants, Plaintiff shall be

entitled to the entry of judgment in favor of the Plaintiff and against the Sun Defendants in the amount of \$87,000.00 less a credit to the Sun Defendants for any amounts paid to the Plaintiff to the date of default.

7. Upon receipt of the payments as set forth in Paragraph 5 above, a Stipulation shall be filed by counsel as a dismissal of any and all claims in Plaintiff's Complaint with prejudice as to the Sun Defendants provided the Sun Defendants have fully performed under the terms of the Stipulation.

8. This Stipulation 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.

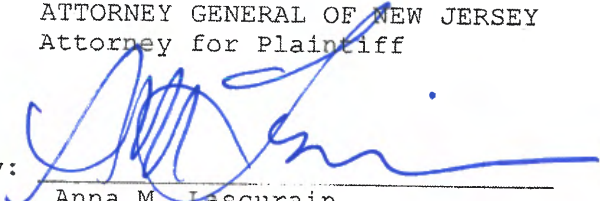
9. The penalties of this Stipulation are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

10. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts hereof shall collectively constitute a single agreement.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

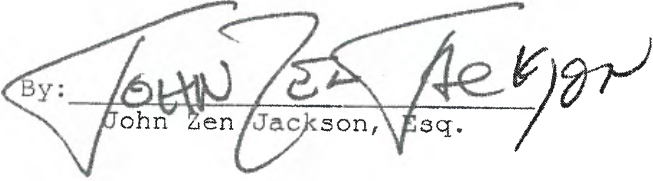
GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: 03/24/2020

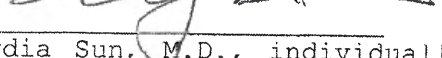
By: 
Anna M. Lascurain
Deputy Attorney General

GREENBAUM, ROWE, SMITH & DAVIS, LLP

Dated: 03/23/2020

By: 
John Zen Jackson, Esq.

Dated: 03/20/2020

By: 
Lydia Sun, M.D., individually
and on behalf of Sun Wellness, LLC