

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

By: Brian R. Fitzgerald
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(609) 376-2965
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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART
GLOUCESTER COUNTY
DOCKET NO. GLO-DC-2217-20

MARLENE CARIDE,)	
COMMISSIONER OF THE)	<u>Civil Action</u>
NEW JERSEY DEPARTMENT OF)	
BANKING AND INSURANCE,)	STIPULATION OF SETTLEMENT
)	
Plaintiff,)	
)	
v.)	
)	
ALAN W. HARTMAN,)	
)	
Defendant.)	

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Alan W. Hartman ("Defendant") (collectively, "Parties") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

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. Defendant admits that he violated N.J.S.A. 17:33A-4(a)(1) as alleged in the Complaint.

2. Defendant's aforementioned conduct constitutes one violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), and 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 of \$8,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$5,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$2,750.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$250.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy his payment obligations upon the following terms and conditions:

a. Immediately upon execution of this Stipulation of

Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$500.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Brian R. Fitzgerald
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

b. Defendant shall remit the remaining balance of \$7,500.00 in thirty five (35) monthly installment payments of \$214.00 each, to be paid on or by the first day of each month, beginning March 1, 2021, with a final thirty sixth (36th) payment of \$10.00, until the full Settlement Amount has been paid, by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Rose V. McGill
Collections Department
New Jersey Department of Banking and Insurance
20 West State Street, 10th Floor
P.O. Box 325
Trenton, New Jersey 08625

6. 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.

7. In conjunction with the execution of this Stipulation of Settlement, the parties shall also enter into an Order of Entry of Judgment by Consent for the entire Settlement Amount. Counsel for Plaintiff will retain and refrain from filing the Order of Entry of Judgment by Consent with the court and docketing the Order of Entry of Judgment by Consent as a statewide lien with the Superior Court of New Jersey unless and until Defendant defaults on paying any portion of the Settlement Amount, is given notice to cure the default, and fails to cure the default, as set forth in paragraphs 9 and 13 of this Settlement.

8. In the event Defendant fails to cure the default as set forth in paragraph 9 of this Settlement by paying the entire remaining amount owed of the Settlement Amount, Plaintiff will file the Order of Entry of Judgment of Consent with the Superior Court of New Jersey and docket the Order of Entry of Judgment by Consent as a statewide lien. In the event that Defendant fails to cure the default as set forth in paragraph 9 of this Settlement, thus allowing Plaintiff to file the Order of Entry of Judgment by Consent with the court, Defendant consents to Plaintiff inserting the

amount of the remaining unpaid balance as solely determined by Plaintiff into the Order of Entry of Judgment by Consent as the amount of the judgment. A warrant of satisfaction shall be issued if and when the Settlement Amount is paid in full.

9. In the event of the failure by Defendant to pay any Settlement Amount installment payment when due, the entire Settlement Amount minus any payments already made shall be immediately due and payable if the installment payment due is not paid within seven (7) days of written notice by the Commissioner. Such notice shall be given to the persons and addresses designated in the Paragraph 13 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice to Defendant's counsel, W. Brian Hall, Esq., shall be given by e-mail. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5th) day following mailing, whichever occurs first. If Defendant fails to pay the past due installment payment within seven (7) days of notice by the Commissioner, he shall have an opportunity to pay the entire unpaid balance within fifteen (15) calendar days from the date of notice. If Defendant fails to pay the entire overdue unpaid balance of the payment obligations under this Settlement within fifteen (15) calendar days from the date of notice of non-payment, then the Commissioner may take any action available under the law of this State to collect the amount

outstanding at that time, including post-judgment interest from the date of the judgment.

10. 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. Nothing herein shall constitute a waiver of Plaintiff's right to seek attorneys' fees and costs of collection related to the collection of any judgment, and the determination of fees and costs due shall be made by the court upon application by Plaintiff.

11. For purposes of construction, this Settlement shall be deemed drafted by all Parties to this Settlement and therefore shall not be construed against any Party for that reason in any subsequent dispute.

12. 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.

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

If to the Commissioner: Brian R. Fitzgerald
Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street

P.O. Box 117
Trenton, New Jersey 08625

If to Defendant:

W. Brian Hall, Esq.
Ward, Shindle & Hall
196 Grove Avenue, Suite A
West Deptford, NJ 08086_
bhall@wshlawyers.com

Alan W. Hartman
6 Ambleside Court
Blythewood, SC 29016

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

15. 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 in the State of New Jersey.

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

17. 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 maybe limited or discharged in a bankruptcy proceeding.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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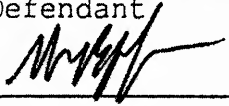
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CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: February 26, 2021 By: /s/ Brian R. Fitzgerald
Brian R. Fitzgerald
Deputy Attorney General

Dated: 2-13-21 By: 
Alan W. Hartman
Defendant

Dated: February 15, 2021 By: 
W. Brian Hall, Esq.
Counsel for Defendant