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Attorney for Plaintiff

By: Anna M. Lascurain
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MONMOUTH COUNTY
DOCKET NO. MON-L-3224-20

MARLENE CARIDE, :
COMMISSIONER OF THE NEW :
JERSEY DEPARTMENT OF :
BANKING & INSURANCE, :
 :
Plaintiff, :
 :
v. :
 :
ADVANCED HEALTH :
AND EDUCATION LLC, :
and AREL MEISTER- :
ALDAMA :
Defendants. :
 :

STIPULATION OF SETTLEMENT

The claims in this action having 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, Advanced Health and Education LLC ("Defendant Advanced Health") and Arel Meister-Aldama ("Defendant Aldama") (collectively the "AHE 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 AHE Parties contest the allegations that form the basis of this lawsuit. However, in accordance with N.J.S.A. 17:33A-5(d), Defendant Advanced Health and Defendant Meister-Aldama neither admit nor deny the charges that they violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") as alleged in Plaintiff's Complaint, but nonetheless consent to the payment of a civil penalty pursuant to N.J.S.A 17:33A-5(d).

2. The AHE Parties shall pay to Plaintiff a total aggregate settlement amount of \$320,500.00 ("Settlement Amount"). The Settlement Amount consists of \$300,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$15,000.00 in a statutory surcharge pursuant to N.J.S.A. 17:33A-5.1; and \$5,500 in attorney's fees pursuant to N.J.S.A. 17:33A-5b.

3. The AHE Parties shall pay the Settlement Amount upon the following terms and conditions:

a. Upon execution of this Stipulation on or before February 15, 2022, the AHE Parties shall remit payment in the amount of \$13,354.17 by certified check, official bank check, money order, or attorney trust check made payable to the

"Commissioner, New Jersey Department of Banking and Insurance"

sent to:

Anna M. Lascurain, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street, 2nd Floor West
P.O. Box 117
Trenton, New Jersey 08625

b. The AHE Parties shall remit the remaining balance of \$307,145.83.00 in monthly installments of \$13,354.17 beginning March 15, 2022, until the Settlement Amount has been paid in full, by certified check, official bank check, money order, or attorney trust check 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 324
Trenton, New Jersey 08625

4. Plaintiff acknowledges that the AHE Parties may advance payment at any time, with that advancement alleviating future installments up until the settlement amount has been satisfied.

c. Should the AHE Parties fail to remit payment by the 15th of each month, the AHE Parties shall be in default and, pursuant to Paragraph 7 of this Stipulation, the entire Settlement Amount, plus post judgment interest, shall be deemed due and owing immediately, subject to Paragraph 8;

5. 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 AHE Parties:

Ms. Nicole Allocca, Esq.
c/o Buttaci, Leardi and Werner, LLC
212 Carnegie Center Suite
Suite 202
Princeton, New Jersey 08540

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by the AHE Parties in agreeing to this Settlement. The AHE Parties represent that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion and further acknowledge and agree that they have consulted with an attorney of their choice before signing this Stipulation.

7. In conjunction with the execution of this Stipulation, Defendant Advanced Health shall also enter into an Order for an Entry of Judgment by Consent ("Consent Judgment") for the entire Settlement Amount, which will be held in escrow by Plaintiff to only be docketed with the Superior Court of New Jersey

as a statewide lien in the event of default in any payments under the terms of this Stipulation. In the event the Judgment is filed and docketed, a Warrant of Satisfaction shall be issued when the Settlement Amount and any additional amounts due pursuant to Paragraph 4 of this Stipulation are paid in full.

8. In the event of default by the AHE Parties pursuant to Paragraph 4(c) of this Stipulation, the entire Settlement Amount shall be immediately due and payable, upon written notice by the Plaintiff. Such notice shall be given to the person and address designated in the Paragraph 5 of this Stipulation by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5th) day following mailing, whichever occurs first. The AHE Parties shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If the AHE Parties fail 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 the Plaintiff 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, and attorney's fees and costs related to the collection of the debt.

9. By their execution of this Stipulation or any and all counterparts thereof, the AHE Parties hereby expressly acknowledge that they have executed the same freely and voluntarily and they have had the opportunity to seek and obtain advice of counsel, accountants and financial advisors of their choice, regarding the effect of the execution and delivery of this Stipulation or a counterpart of it. They have each had adequate opportunity to investigate and assess all of the facts and circumstances relevant to the decision to enter into this Stipulation and are not relying on any express or implied representation, warranty or promise except only as expressly contained in the Stipulation to the contrary.

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 the AHE Parties agree to pay the Plaintiff's attorneys' fees as set forth in Paragraph 2 and Paragraph 8 of this Stipulation.

11. 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.

12. Simultaneously with the execution of this Stipulation, the above-captioned matter shall be dismissed with prejudice as to AHE Parties.

13. 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.

14. 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.

15. To facilitate execution, this Stipulation may be executed in as many counterparts as may be required. All counterparts hereof shall collectively constitute a single agreement. This Stipulation may be executed by facsimile and/or electronic signatures and/or one or more counterparts, each of which facsimile/electronic signature and counterpart shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Stipulation shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all Parties reflected hereon as signatories.


CONSENTED AS TO FORM, CONTENT, AND ENTRY:

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

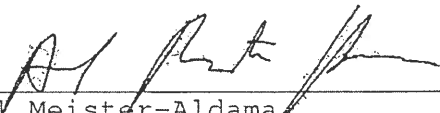
Anna M. Lascurain

By: _____
Anna M. Lascurain
Deputy Attorney General

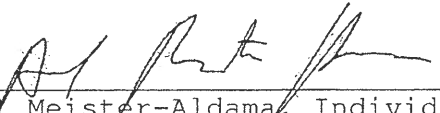
Dated: January 19, 2022

By:  _____
Nicole Allocca, Esq
Buttaci, Leardi and Werner, LLC.
Counsel for Arel Meister-Aldama
and Advanced Health and Education LLC

Dated: January 24, 2022

By:  _____
Arel Meister-Aldama
On behalf of Advanced Health and
Education LLC

Dated: 1/31/2022

By:  _____
Arel Meister-Aldama, Individually

Dated: 1/31/2022