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Attorney for Plaintiff
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY
DOCKET NO. ESX-L-004032-20

MARLENE CARIDE,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
ANDREA BARRETT-BELGRAVE,)
)
Defendant.)

Civil Action

STIPULATION OF SETTLEMENT

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

WHEREAS the Parties have determined and hereby agree that settlement is in each of their best interests, and for good cause shown;

WHEREAS Defendant has entered a separate agreement with Brighthouse Life Insurance Company to resolve any restitution issues;

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendant admits that she violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30, specifically N.J.S.A. 17:33A-4(a)(1), as alleged in the Complaint.

2. Defendant's aforementioned conduct constitutes four hundred and thirty six (436) violations of the 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 she shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay a total amount of \$67,750.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$55,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$10,000.00 in attorneys' fees pursuant to N.J.S.A.

17:33A-5(b); and a \$2,750.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Immediately upon execution of this Stipulation by Defendant, Defendant shall remit to the attorney for the Commissioner the Settlement Amount in a lump sum payment of \$67,750.00 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

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

7. 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.

8. 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.

9. All communications from any party concerning the subject matter of this Stipulation 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: Blair R. Zwillman, Esq.
The Law Office of Blair R. Zwillman
55 Madison Avenue-Suite 400
Morristown, New Jersey 07960

10. 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.

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. This Stipulation is effective on the date of signature of the last signatory of the Stipulation. Facsimiles

of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.


13. 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.

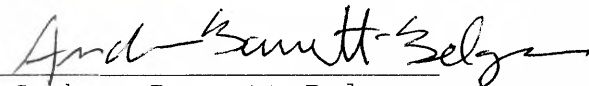
14. This Stipulation of Settlement may be used in any subsequent civil or criminal proceedings.

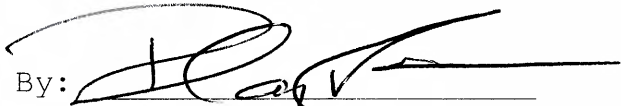
15. The penalties of this Settlement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: ~~June 17, 2022~~ ^{JULY 13, 2022} By: 
Brian R. Fitzgerald
Deputy Attorney General

Dated: June 17, 2022 By: 
Andrea Barrett-Belgrave
Defendant

Dated: June 17, 2022 By: 
Blair R. Zwillman, Esq.
Counsel for Defendant