

MATTHEW J. PLATKIN
ACTING 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
Deputy Attorney General
(609) 376-2965
NJ Attorney ID: 024972004
brian.fitzgerald@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - PASSAIC COUNTY
DOCKET NO. PAS-DC-003220-21

| | | |
|--------------------------|---|----------------------------------|
| MARLENE CARIDE, |) | |
| COMMISSIONER OF THE |) | <u>Civil Action</u> |
| NEW JERSEY DEPARTMENT OF |) | |
| BANKING AND INSURANCE, |) | STIPULATION OF SETTLEMENT |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| BARBARA HAGEMAN, |) | |
| |) | |
| Defendant. |) | |

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Barbara Hageman ("Defendant") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of 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 she violated N.J.S.A. 17:33A-4(a)(4)(b) as alleged in the Complaint.

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violations of the Fraud Act shall be considered second and 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 judgment of \$3,625.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$2,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$1,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$125.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the judgment 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 \$250.00 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 \$3,375.00 in thirty five (35) monthly installment payments of \$96.00 each, to be paid on or by the fifteenth (15th) day of each month, beginning September 15, 2022, and a thirty-sixth (36th) payment of \$15.00, 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 Stipulation of Settlement has been made to or relied upon by Defendant in agreeing to this Stipulation of Settlement. Defendant represents that this Stipulation of Settlement is freely and voluntary 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 ("Consent Order") for the entire Settlement Amount. Counsel for Plaintiff will file the Consent Order only in the event of Defendant failing to pay the Settlement Amount, subject to the provisions of paragraph 8 below.

8. In the event of the failure by Defendant to pay any Settlement Amount installment payment when due, the entire Settlement Amount shall be immediately due and payable, upon written notice by the Commissioner. Such notice shall be given to the person and address designated in Paragraph 12 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. Defendant shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendant fails to pay the overdue unpaid balance of the payment obligations under this Stipulation of Settlement within fifteen (15) calendar days from the date of notice of non-payment, then the Commissioner will file the Consent Order, and may take any other 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, attorneys' fees expended to date and to collect this debt, and any other remedies available under the law.

9. 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 as outlined above pursuant to N.J.S.A. 17:33A-5(b), and all reasonable costs of collection and enforcement of this Stipulation of Settlement, including attorneys' fees and expenses.

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

11. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Stipulation of Settlement on behalf of the persons indicated below.

12. 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
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

If to Defendant: E. Carter Corrison, Jr., Esq.
Breslin & Breslin, P.A.
41 Main Street
Hackensack, NJ 07601

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

14. 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.

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

16. 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.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

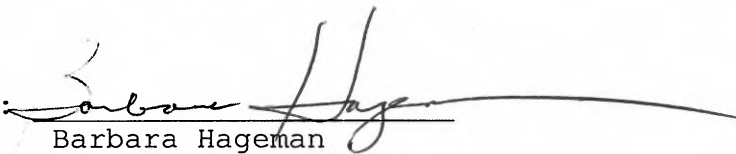
MATTHEW J. PLATKIN
ACTING ATTORNEY GENERAL
OF NEW JERSEY
Attorney for Plaintiff




Dated: 9/8/22

By: _____
Brian R. Fitzgerald
Deputy Attorney General

Dated: 8-30-22

By: 
Barbara Hageman
Defendant

Dated: 8-30-22

By: 
E. Carter Corrison, Jr., Esq.
Counsel for Defendant