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Attorney for Plaintiff  
Richard J. Hughes Justice Complex  
P. O. Box 117  
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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - WARREN COUNTY  
DOCKET NO. WRN-L-000353-17

MARLENE CARIDE, )  
COMMISSIONER OF THE ) Civil Action  
NEW JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE, ) **STIPULATION OF SETTLEMENT**  
)  
Plaintiff, )  
v. )  
)  
MATTHEW KREIGER, D.C. )  
)  
Defendant.

WHEREAS, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner" or "Plaintiff")<sup>1</sup>, and Defendant Matthew Kreiger, D.C. ("Defendant") (collectively, the "Parties") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

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<sup>1</sup> This action was commenced on behalf of Richard J. Badolato, former Commissioner of the Department of Banking and Insurance ("Department"). Pursuant to R. 4:34-4, the caption has been revised to reflect the current Commissioner of the Department.

WHEREAS, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have determined and hereby agree that settlement is in each of their best interests.

NOW THEREFORE, in consideration of the mutual promises and obligations of the Settlement, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below:

1. This Settlement is effective on the date of signature of the last signatory of the Settlement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement.

2. Defendant admits that he violated multiple New Jersey statutes concerning the practice of chiropractic and that he engaged in misrepresentation regarding his criminal history and submitted an application that was false in 2009 in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to 30 (the "Fraud Act") by providing false and misleading information to Independence Blue Cross/Blue Shield ("IBC/BS"), Aetna Insurance Company ("Aetna") and Horizon Blue Cross Blue Shield ("HBCBS"), specifically by submitting claims for reimbursement after his license had expired in 2009 for non-renewal constituting the unlicensed practice of chiropractic.

3. Defendant's aforementioned conduct constituted violations of N.J.S.A. 45:1-7.1(c.) and N.J.S.A. 45:9-14.5 and the Fraud Act and any future violations of the Fraud Act shall be considered a subsequent violation.

4. Defendant agrees that he shall not engage in any future violations of the Fraud Act

5. Defendant shall pay a total judgment of \$18,275.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$16,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$950.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$825.00 in a statutory fraud surcharge pursuant to N.J.S.A. 17:33A-5.1.

6. Upon execution of this Stipulation of Settlement by Defendant, Defendant shall immediately remit to the attorney for the Commissioner a payment in the amount of \$9,137.50 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

7. No later than February 1, 2019, Defendant shall remit to the attorney for the Commissioner a payment in the amount of

\$9,137.50 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

8. Defendant shall pay restitution directly to the carriers in the following amounts: IBC/BS, \$263.00; HBCBS, \$45,583.29; and Aetna, \$10,331.81.

9. 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.

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.

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. This Settlement constitutes the complete agreement between the Parties, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Settlement.

14. This Settlement shall be binding on and inure to the benefit of the Parties to this Settlement and their respective successors and assignees, and no party may assign, delegate, or otherwise transfer any of its rights or obligations under this agreement without the written consent of other Parties.

15. In the event that any one or more of the provisions contained in this Settlement, other than provisions concerning payment, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement.

16. Any failure by a Party to insist upon the strict performance by any other Party of any provisions of this Settlement shall not be deemed a waiver of any of the provisions hereof, and, notwithstanding such failure, the Parties shall have the right thereafter to insist upon the strict performance

of any and all of the provisions of this Settlement to be performed by any or all of the Parties.

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

If to the Commissioner: Anna Lascurain, 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: Law Office of Jeffrey Randolph  
139 Harristown Rd, Suite 205  
Glen Rock, New Jersey 07452

18. This Settlement 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 Settlement will be the Superior Court of the State of New Jersey.

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

20. 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.

21. Simultaneously with the execution of this Stipulation of Settlement, the Parties are executing a Consent Judgment for the Settlement Amount, and which may be docketed with the Clerk of the Superior Court as a statewide lien.

CONSENTED AS TO FORM, CONTENT AND ENTRY OF ORDER:

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

Dated: 1/23/2019

By:

  
\_\_\_\_\_  
Anna M. Lascurain  
Deputy Attorney General

THE LAW FIRM OF JEFFREY RANDOLPH

Dated: 1/17/19

By:

  
\_\_\_\_\_  
Jeffrey Randolph, Esq.  
Attorney for Defendant

Dated: 1/15/19

  
\_\_\_\_\_  
Matthew Krueger, D.C.  
Defendant