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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MONMOUTH COUNTY
DOCKET NO. MON-L-001907-18

MARLENE CARIDE,)
COMMISSIONER OF THE NEW)
JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
Plaintiff,)
)
v.)
)
A&G STAFFING SOLUTIONS,)
LLC, ONSET PERSONNEL, INC.,)
JOSEPH IUORIO III, AND)
VANESSA RODRIGUEZ,)
Defendants.)
)

Civil Action

STIPULATION OF SETTLEMENT

The claims in this action have 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, Joseph Iuorio, III ("Iuorio"), and Onset Personnel, Inc. ("Onset") (hereinafter "Defendants"), collectively "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. Defendants admit that they knowingly conspired to provide false and misleading information to American Zurich Insurance Company, by way of its third party administrator, Travelers Indemnity Company, between September 1, 2009 through December 31, 2011, with regard to a workers' compensation policy issued to A&G Staffing Solutions, LLC, and knowingly benefitted from the aforementioned misrepresentations, in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act").

2. Defendants' aforementioned conduct constitutes multiple violations of the Fraud Act, and any future violation of the Fraud Act shall be considered a subsequent violation.

3. Defendants agree that they shall not engage in any future violations of the Fraud Act.

4. Defendants shall pay a total Settlement Amount of \$100,000.00 to the Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$92,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$2,875.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$4,625.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendants shall pay the settlement amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation by Defendants, Defendants shall remit to the attorney for the Plaintiff a payment in the amount of \$25,000.00 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:

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

b. On that date which is 30 days after the execution of this Stipulation by all parties, and on the same date for the four (4) months thereafter, Defendants shall remit the remaining balance of \$85,000.00 in five installment payments of \$17,000.00 each, until the full 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 325
Trenton, New Jersey 08625

c. All communications from any party concerning the subject

matter of this Stipulation shall be addressed as follows:

If to the Department:

Richard E. Wegryn, Jr., DAG
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

If to Defendants:

Joseph Iuorio
28 Birch Run Avenue
Denville, New Jersey 07834,

Onset Personnel, Inc.
283 Main Street
West Orange, NJ 07052

With a copy to:

Edward Weisslitz, Esq.
Schechner & Targan, P.C.
80 Main Street, Suite 415
West Orange, NJ 07052

6. Should the Defendants fail to make any of the payments as set forth in Paragraph 5 above, then upon motion to the Court with notice to the Defendants, Plaintiff shall be entitled to the entry of judgment in favor of the Plaintiff and against the Defendant in the amount of \$110,000.00, less a credit to the Defendants for any amounts paid to the Plaintiff to date of default.

7. Upon receipt of the payments as set forth in Paragraph 5 above, this Stipulation shall act as a dismissal of any all claims in Plaintiff's complaint with prejudice as to the Defendants provided the Defendants fully perform under the terms

of the Stipulation.

8. 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.


9. 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.

10. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts hereof shall collectively constitute a single agreement.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

Dated: June 26, 2019

By: 
Richard E. Wegrin, Jr.
Deputy Attorney General

Dated: June 18, 2019

By: Joseph Iubrio III
Joseph Iubrio, III

Dated: June 18, 2019

By: Joseph Iubrio III
Joseph Iubrio, III, President
Onset Personnel, Inc.
