

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625

By: Anna M. Lascurain
Deputy Attorney General
(609) 376-2965
Anna.lascurain@law.njoag.gov
Attorney ID No. 006211994

SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - HUDSON COUNTY
DOCKET NO. HUD-DC-5313-19

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MARLENE CARIDE,	:	<u>Civil Action</u>
COMMISSIONER OF THE NEW	:	
JERSEY DEPARTMENT OF	:	
BANKING & INSURANCE,	:	
	:	STIPULATION OF SETTLEMENT
Plaintiff,	:	
	:	
v.	:	
	:	
	:	
CARLOS BERNAL a/k/a	:	
ENRIQUE BERNAL, and	:	
ALVARO STAIRS, LLC,	:	
	:	
Defendants.	:	
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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 Defendant, Carlos Bernal ("Bernal") and Alvaro Stairs (Collectively the "Defendants");

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. Defendant admits that he knowingly prepared and presented a certification of insurance containing false and misleading information which violated the the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to 30 ("Fraud Act").

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

3. Defendants shall pay a total Settlement Amount of \$3,625.00 to the Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$2500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$1000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$125.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

4. 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 lump sum payment in the amount of \$3,625.00 by certified check, official bank check, money order, or attorney trust check made payable to the "Commissioner, New Jersey

Department of Banking and Insurance" on or about November 10, 2019 and sent to:

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

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

If to the Department:

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

If to Defendant:

Hisham Masri, Esq.
Reddin and Masri
485 Totowa Road
Totowa, NJ 07512

5. Should the Defendant fail to make any of the payments as set forth in Paragraph 5 above, then upon motion to the Court with notice to the Defendant, Plaintiff shall be entitled to the entry of judgment in favor of the Plaintiff and against the Defendant in the amount of \$3,625.00 less a credit to the Defendant for any amounts paid to the Plaintiff to date of default.

6. Upon receipt of the payments as set forth in Paragraph 5 above, this Stipulation shall act as a dismissal of any and all claims in Plaintiff's Complaint with prejudice as to the Defendant, provided the Defendant fully performs under the terms of the Stipulation.

7. 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.

8. 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.

9. 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:

JERSEY

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW

Dated: November 13
~~October~~, 2019

Attorney for Plaintiff

By: 

Anna M. Lascurain
Deputy Attorney General

Dated: November 8, 2019

By: 

Hisham Masri, Esq
Reddin Masri

Dated: November 5, 2019



Carlos Bernal
Defendant