

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff
Richard J. Hughes Justice Complex
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P.O. Box 117
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MORRIS COUNTY
DOCKET NO. MRS-L-001122-19

MARLENE CARIDE,)
COMMISSIONER OF THE NEW)
JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
RONALD DELLISANTI,)
)
Defendant.)
)

Civil Action

STIPULATION OF SETTLEMENT

The claims in this action have been settled and resolved by the following parties, Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendant, ("Defendant") (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. Defendant admits that he violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically by knowingly (i) submitting fraudulent gasoline receipts to Utica National Insurance Group ("Utica"), thereby making written statements as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy knowing that the statements contained false information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(1), and (ii) submitting a fraudulent auto repair receipt to Utica, thereby making a written statement, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy knowing that the statement contained false information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(1).

2. Defendant's aforementioned conduct constitutes multiple violations of the Fraud Act, and any future violations of the Fraud Act shall be considered third and subsequent violations pursuant to 17:33A-5(c).

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

4. Defendant shall pay a total judgment of \$5,569.00 to the Commissioner ("Settlement Amount"). This Settlement Amount

consists of \$3,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$2,419.00 in reasonable attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$150.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall pay the settlement amount upon the following terms and conditions: immediately upon execution of this Stipulation of Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the full Settlement Amount of \$5,569.00 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. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Department: 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: Riza I. Dagli, Esq.
Brach Eichler LLC
101 Eisenhower Parkway
Roseland, New Jersey 07068

7. Upon receipt of the Settlement Amount set forth in Paragraph 4 above, this Stipulation shall act as a dismissal of any and all claims in Plaintiff's Complaint with prejudice to Defendant, provided the Defendant fully performs 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: 12/10/19



By: _____
Brian R. Fitzgerald
Deputy Attorney General

Dated: 12-9-2019



By: _____
Ronald Dellisanti
Defendant

Dated: 12-9-19



By: _____
Riza I. Dagli, Esq.
Counsel for Defendant