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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION- MIDDLESEX COUNTY
DOCKET NO.: MID-L-001754-19

MARLENE CARIDE,
COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF
BANKING & INSURANCE,

Plaintiff,

v.

LEW ALICOCK,

Defendant.

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 Defendant, Lew Alicock ("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 ("Settlement") 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 the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (the "Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1), by knowingly presenting false and misleading information concerning a material fact to Pacific Specialty Insurance Company ("Pacific") and Rider Insurance Company ("Rider") in support of two separate insurance claims for the theft of parts from Defendant's Motorcycle, VIN # ending in 2437 ("Defendant's Motorcycle"), and by making false statements in support of the false theft claims made with Pacific and Rider.

3. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violation 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 \$6,700.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$5,000.00 in civil penalties pursuant to N.J.S.A.

17:33A-5(b); \$1,450.00 in attorney fees pursuant to N.J.S.A. 17:33A-5(b); and \$250.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

6. Defendant shall pay the Settlement Amount 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 lump sum payment in the amount of \$6,700.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

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

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

8. 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.

9. 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.

10. 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.

11. 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 the Stipulation will be the Superior Court of the State of New Jersey.

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

If to the Commissioner: Telge N. Peiris, 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: Lew Alicock
641 Tillman Street
Hillside, New Jersey 07205 ; and

With a copy to: Randy Davenport, Esq.
1139 E. Jersey Street, Suite 219
Elizabeth, New Jersey 07201

13. This Settlement may be executed in counterparts, each of which constitutes an original and all of which constitute 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.

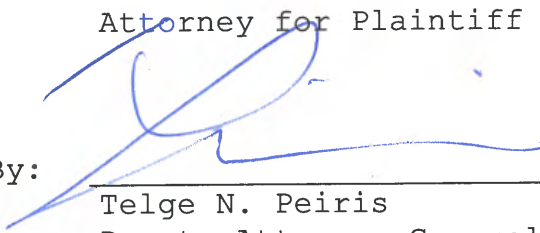
15. The penalties of this Settlement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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


March
Dated: ~~January~~ *12*, 2020

By:



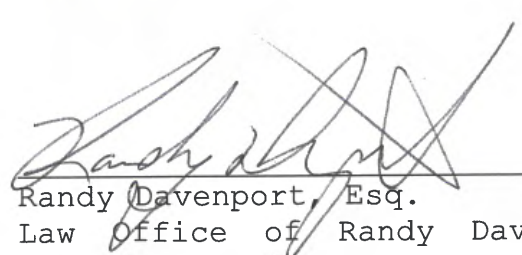
Telge N. Peiris
Deputy Attorney General

March 5
Dated: ~~January~~ __, 2020



Lew Alicock, Defendant

March 5
Dated: ~~January~~ __, 2020



Randy Davenport, Esq.
Law Office of Randy Davenport
(Counsel for Defendant)