

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

By: Anna M. Lascurain
Deputy Attorney General
(609) 376-2965
Attorney ID No. 006211994

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-OCEAN COUNTY
DOCKET NO. OCN-000019-17

MARLENE CARIDE,	:	
COMMISSIONER OF THE NEW	:	Civil Action
JERSEY DEPARTMENT OF	:	
BANKING & INSURANCE ¹ ,	:	STIPULATION OF SETTLEMENT
et al.	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
KARIM ARZADI, JOWORISAK	:	
AND ASSOCIATES, LLC,	:	
et al.	:	
	:	
Defendant.	:	

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

¹ Pursuant to R. 4:34-4, the caption has been revised to reflect the current Commissioner of the Department.

("Plaintiff"), and Defendants, Karim Arzadi, Esq. ("Defendant Arzadi") and Joworisak and Associates, LLC (formerly known as Arzadi, Joworisak and Associates, LLC) (collectively the "Arzadi Defendants") (with Plaintiff, collectively the "Parties");

WHEREAS, the Complaint charges that Defendant Arzadi committed violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"); and

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. Pursuant to N.J.S.A 17:33A-5(d), the Arzadi Defendants neither admit or deny the charges in the Complaint but consent to payment of a civil penalty.

2. Defendant Arzadi shall pay a total Settlement Amount of \$200,000 to Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$150,000 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$42,500 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$7,500 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

3. Defendant Arzadi shall pay the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Stipulation, Defendant Arzadi shall remit to the attorney for Plaintiff payment in the amount of \$62,500 by certified check, official bank check, money order, or attorney trust check made payable to the "Commissioner, New Jersey Department of Banking and Insurance" 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. On or before January 1, 2021 Defendant Arzadi shall remit a second payment of \$62,500, and on or before January 1, 2022 Defendant Arzadi shall remit a third and final payment of \$75,000, until the 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 Plaintiff:

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 the Arzadi Defendants:

Gerard C. Vince, II, Esquire
Law Office of Gerard C. Vince, LLC
1040 Amboy Avenue
Edison, New Jersey 08837

And

Joseph Benedict, Esquire
Benedict & Altman
247 Livingston Avenue
New Brunswick, New Jersey 08901

4. Should Defendant Arzadi fail to make any of the payments as set forth in Paragraph 3 above, then upon motion to the Court with notice to Defendant Arzadi, Plaintiff shall be entitled to the entry of judgment in favor of Plaintiff and against the Arzadi Defendants in the amount of \$200,000, less a credit for any amounts paid to Plaintiff prior to the date of default.

5. Upon receipt of the payments as set forth in Paragraph 3 above, this Stipulation shall act as a dismissal of any and all claims in Plaintiff's Complaint with prejudice as to the Arzadi Defendants provided Defendant Arzadi fully performs under the terms of the Stipulation.

6. 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.


7. 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.

8. 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:

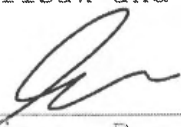
GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff


Dated: ~~March~~ April 29, 2020

By: 
Anna M. Lascurain
Deputy Attorney General

Attorney for Karim Arzadi, Esq.
and Joworisak and Associates, LLC

Dated: March __, 2020

By: 
Gerard Vince, Esq.
Law Office of Gerard C. Vince, LLC

Dated: March 30, 2020

By: 
Karim Arzadi, Esq.
Individually