

("Plaintiff"), and Defendant, Tariq Mehmood, ("Defendant" or "Defendant Mehmood");

WHEREAS, the Complaint alleges that the Defendant 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. The Defendant agrees and acknowledges that the facts as alleged in the Complaint constitute a violation of the Fraud Act;
2. The Defendant shall pay a total aggregate Settlement Amount of \$8,375.00 to Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$7,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$375.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.
3. Defendant agrees and acknowledges that any future violations of the Fraud Act shall be considered second and subsequent violations.
4. The Defendant shall pay the Settlement Amount upon the following terms and conditions:

a. Upon execution of this Stipulation on or before December 1, 2021, Defendant Mehmood shall remit to the attorney for Plaintiff payment in the amount of \$500.00 by certified check, official bank check, money order, or attorney trust check made payable to the "Commissioner, New Jersey Department of Banking and Insurance" 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. Defendant shall remit the remaining balance of \$7,875.00 in monthly installments of \$500.00 beginning January 1, 2022, 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 324
Trenton, New Jersey 08625

c. Should Defendant fail to remit payment by the 15th of each month, the Defendant shall be default and the entire amount, plus interest, shall be deemed due and owing immediately;

d. 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 08625-0117

If to the Defendant:

Chad M. Sherwood, Esq
1109 South Main Street
Pleasantville, NJ 08232

5. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by Defendant in agreeing to this Settlement. Defendant represents that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion.

6. In conjunction with the execution of this Stipulation, the parties shall also enter into an Order of Entry of Judgment by Consent for the entire Settlement Amount, which will be held in escrow by Plaintiff to only be docketed with the Superior Court of New Jersey as a statewide lien in the event of default in any payments under the terms of this Stipulation. In the event the Judgment is filed and docketed, a warrant of satisfaction shall be issued when the Settlement Amount and any additional amounts due pursuant to paragraph 7 are paid in full.

7. In the event of default by the Defendant pursuant to paragraph 4(b), the entire Settlement Amount shall be immediately due and payable, upon written notice by the Commissioner. Such

notice shall be given to the person and address designated in the Paragraph 4 by: (a) delivery in person; (b) a nationally recognized next-day courier service; or (c) first class regular or certified mail. Notice so given shall be effective upon: (a) receipt; or (b) on the fifth (5th) day following mailing, whichever occurs first. Defendant shall have an opportunity to pay the unpaid balance within fifteen (15) calendar days from the date of notice. If Defendant fails to pay the overdue unpaid balance of the payment obligations under this Settlement within fifteen (15) calendar days from the date of notice of non-payment, then the Commissioner may take any action available under the law of this State to collect the amount outstanding at that time, including post-judgment interest from the date of the judgment, and attorney's fees and costs related to the collection of the debt..

8. The Parties agree that each Party shall bear its own legal and other costs incurred in connection with this matter, and no additional attorneys' fees or costs shall be due, except Defendant agrees to pay the Commissioner's attorneys' fees as set forth in paragraphs 2 and 7 of this Stipulation.

9. For purposes of construction, this Stipulation shall be deemed drafted by all Parties to this Stipulation and therefore shall not be construed against any Party for that reason in any subsequent dispute.

10. 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.

11. This Stipulation is being entered into 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 the amounts to be paid to the Plaintiff are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

12. 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:

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Anna M. Lascurain

By: _____

Anna M. Lascurain
Deputy Attorney General

Dated: November 10, 2021

By: _____

Chad M. Sherwood, Esq.
Attorney for Defendant

Dated: November 10, 2021

By: _____

Tariq Mehmood
Defendant, Individually

Dated: November 10, 2021

ANDREW J. BRUCK
ACTING 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
Anna.lascurain@law.njoag.gov
Attorney ID No. 006211994

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ATLANTIC COUNTY
DOCKET NO. ATL-0001967-20

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

Plaintiff,)

v.)

TARIQ MEHMOOD)

Defendant.)

Civil Action

**ORDER OF ENTRY OF JUDGMENT BY
CONSENT**

This matter having been brought before the Court by Andrew J. Bruck, Attorney General of the State of New Jersey, Attorney for Plaintiff, Commissioner of the New Jersey Department of Banking & Insurance ("Plaintiff"), Anna M. Lascurain, Deputy Attorney General appearing, and the undersigned parties having executed a Stipulation of Settlement and consented to the form and entry of this Order;

IT IS ON THIS _____ day of _____,

2018,

ORDERED that Judgment shall be and hereby is entered against Defendant, Tariq Mehmood and in favor of Plaintiff, Commissioner of the New Jersey Department of Banking and Insurance, in the amount of \$\$8,375.00.00. This amount shall be paid under the terms of the Stipulation of Settlement. Defendants shall pay a total Settlement Amount of \$\$8,375.00.00 to the Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$\$7,500.00.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5b; and \$375.00 in statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.; and

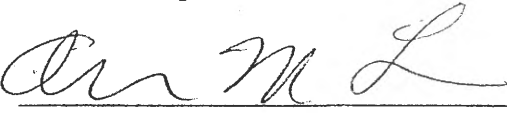
IT IS FURTHER ORDERED, that a copy of this Order shall be served on all parties within 5 days from the date of receipt.

J.S.C.

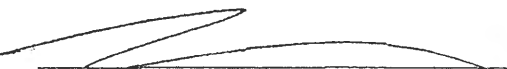
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

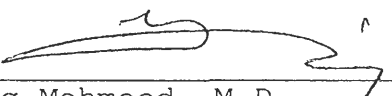
ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: November 10, 2021

By: 
Anna M. Lascurain
Deputy Attorney General

Dated: November 10, 2021

By: 
Chad Sherwood, Esq

By: 
Tariq Mehmood, M.D.