

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Richard J. Hughes Justice Complex
25 Market Street P.O. Box 117
Trenton, New Jersey 08625
Attorney for Plaintiff-Intervenor

By: Jessica Lugo, NJ Attorney ID: 029532006
Deputy Attorney General
(609) 376-2965
Jessica.Lugo@law.njoag.gov

ALLSTATE NEW JERSEY INSURANCE
COMPANY; et al,

Plaintiffs,

v.

SAMUEL S. DAVIT (a/k/a Merabi
Davitiashvili), et al.

Defendants,

v.

JUSTIN ZIMMERMAN, ACTING
COMMISSIONER OF THE NEW JERSEY
DEPARTMENT OF BANKING &
INSURANCE¹,

Plaintiff-Intervenor

v.

SAMUEL S. DAVIT (a/k/a Merabi
Davitiashvili); et al.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - UNION COUNTY
DOCKET NO. UNN-L-000217-18

CIVIL ACTION

**STIPULATION OF SETTLEMENT
WITH ALEXANDER DI MEO, D.C.
AND PASSAIC CHIROPRACTIC &
THERAPY CENTER, P.C.**

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

TO: Andrew R. Bronsnick, Esq.
Mandelbaum Barrett , PC
3 Becker Farm Road, Suite 105
Roseland, New Jersey 07068
Attorneys for Defendants
Alexander Di Meo, D.C. and
Passaic Chiropractic & Therapy Center, P.C.

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendants Alexander Di Meo, D.C. and Passaic Chiropractic & Therapy Center, P.C. (collectively, "Defendants"), have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Stipulation"); and

WHEREAS, the Parties have determined and hereby agree that settlement is in each of their best interests, and for good cause shown; and

WHEREAS, the Parties consent to the entry of the within Settlement pursuant to the terms and conditions below.

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below:

1. Defendants admit and take responsibility for the violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") contained in the Intervenor Complaint; and

2. Any future violations of the Fraud Act shall be considered subsequent violations pursuant to 17:33A-5(c).

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

4. This Settlement Amount consists of \$25,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b; \$2,500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) and \$1,250.00 in statutory surcharges pursuant to N.J.S.A. 17:33A-5.1.

5. 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 Commissioner payment in the amount of \$28,750.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Jessica Lugo, Deputy Attorney General
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

6. 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 Stipulation. Defendant represents that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion.

7. 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.

8. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons indicated below.

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

If to Plaintiff:

Jessica Lugo, DAG
Banking and Insurance Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 117
Trenton, New Jersey 08625-0117

If to Defendant:

Andrew R. Bronsnick, Esq.
Mandelbaum Barrett, PC
3 Becker Farm Road, Suite 105
Roseland, New Jersey 07068

10. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitutes one and the same agreement.

11. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Stipulation shall be provided to any appropriate licensing authority.

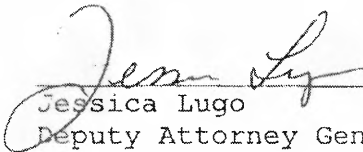
12. The penalties of this Stipulation are imposed pursuant to the police powers of the State of New Jersey for the enforcement

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.


CONSENTED AS TO FORM, CONTENT, AND ENTRY:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiff

Dated: 11/30/23

By: 
Jessica Lugo
Deputy Attorney General

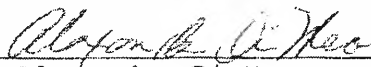
Dated: November 21, 2023

By: 
Andrew R. Bronsnick, Esq.
Mandelbaum Barrett, PC
3 Becker Farm Road, Suite 105
Roseland, New Jersey 07068
Attorneys for Defendants
Alexander Di Meo, D.C. and
Passaic Chiropractic & Therapy
Center, P.C.

Dated: November 21, 2023


Alexander Di Meo, D.C.

Dated: November 21, 2023


By: Alexander Di Meo
Title: Managing Member
Passaic Chiropractic &
Therapy , P.C.