

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 &  
INSURANCE<sup>1</sup>,

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 JOSEPH A. SALOMONE,  
SALOMONE CHIROPRACTIC,  
P.A., PAIN RELIEF HEALTH  
CENTER OF NEW JERSEY, PA,  
AND PAIN AND INJURY CENTER  
OF NORTH JERSEY, PA

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

WHEREAS Plaintiff Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), and Defendants Joseph A. Salomone, Salomone Chiropractic, P.A., Pain Relief Health Center of New Jersey, PA, and Pain and Injury Center of North Jersey, PA (collectively the "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 that they were responsible for and failed to properly supervise insurance billing procedures in their respective chiropractic practices.

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

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

4. Defendants shall pay a total Settlement Amount of

\$23,00.00 to Plaintiff ("Settlement Amount"). This Settlement Amount consists of \$20,000.00 in civil penalties pursuant to N.J.S.A. 17:33A-5b, assessed jointly and severally against all Defendants; \$2,000.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b), assessed jointly and severally against all Defendants; and \$1,000.00 in statutory surcharge 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 \$23,000.00 by certified check, official bank check, attorney trust account 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 Defendants in agreeing to this Stipulation. Defendants represent that this Stipulation is freely

and voluntary 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 Defendants:

Jeffrey Randolph, Esq.  
The Law Office of Jeffrey Randolph  
139 Harristown Road, Suite 205  
Glen Rock, New Jersey 07452

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

constitutes one and the same agreement.

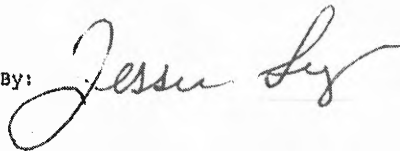
11. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this stipulation shall be provided to any appropriate licensing authority.

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.

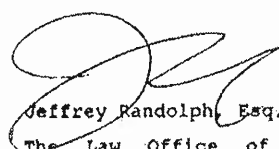
CONSENTED AS TO FORM, CONTENT, AND ENTRY:

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

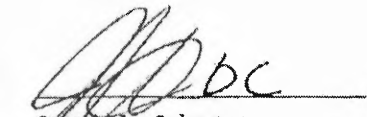
Dated: 6/29/24  
Jessica Lugo

By:   
Deputy Attorney General

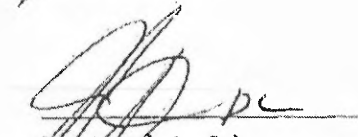
Dated: 6/5/24

By:   
Jeffrey Randolph, Esq.  
The Law Office of Jeffrey  
Randolph  
139 Harristown Road, Suite  
205  
Glen Rock, New Jersey 07452  
Attorneys for Defendants

Dated: 6/5/24

  
Joseph A. Salomone

Dated: 6/5/24

  
By: Joseph A. Salomone  
Title: President  
Salomone Chiropractic, P.A.

6/5/24

*[Signature]* (President)  
Pain Relief Health Ctr of NJ  
Pain & Injury Ctr of N Jersey

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Davitiashvili; et al.

Defendants.

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

CIVIL ACTION

STIPULATION OF DISMISSAL  
WITH PREJUDICE AS TO JOSEPH  
A. SALOMONE, PAIN AND  
INJURY CENTER OF NORTH  
JERSEY, P.C., PAIN RELIEF  
HEALTH CENTER OF NEW  
JERSEY, P.C., AND SALOMONE  
CHIROPRACTIC, P.A., ONLY

PLEASE TAKE NOTICE that pursuant to R. 4:18-1, Plaintiff,

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

PLEASE TAKE NOTICE that pursuant to R. 4:18-1, Plaintiff, Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff-Intervenor" or "Department"), having filed an Intervenor Complaint on July 12, 2019, hereby requests that the Intervenor Complaint be dismissed with prejudice due to settlement as to Defendants Joseph A. Salomone, Pain and Injury Center of North Jersey, P.C., Pain Relief Health Center of New Jersey, P.C., and Salomone Chiropractic, P.A., only.

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

Dated:

6/20/24

By: 


Jessica Lugo

Deputy Attorney General

Dated:

6/5/24

By:

  
Jeffrey Randolph, Esq.

Attorneys for Defendants,

Joseph A. Salomone, Pain and

Injury

Center of North Jersey, P.C., Pain

Relief Health Center of New

Jersey,

P.C., and Salomone Chiropractic,

P.A.

Dated:

6/5/24

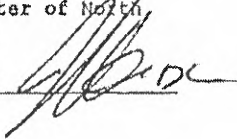
By:

  
Joseph A. Salomone

Dated: 6/5/24 By: \_\_\_\_\_

Pain and Injury Center of North

Jersey, P.C., Pain


Title: (President) 

Dated: 6/5/24 By: \_\_\_\_\_

Jersey,

Relief Health Center of New

P.C.,

Title: (President) 

Dated: 6/5/24 By: \_\_\_\_\_

Salomone Chiropractic, P.A.

Title: (President) 