

JENNIFER DAVENPORT  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff  
Richard J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625-0117

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

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - ESSEX COUNTY  
DOCKET NO.: ESX-L-008821-25

SUSAN OCHS<sup>1</sup>, )  
ACTING COMMISSIONER OF THE )  
NEW JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE, )

Civil Action

Plaintiff, )

**STIPULATION OF SETTLEMENT**

v. )

MINA ELFAR, D.M.D. and )  
GENUINE SMILES, P.A., )

Defendants. )

WHEREAS Plaintiff Susan Ochs, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendants Mina Elfar, D.M.D. and Genuine Smiles, P.A., (collectively, "Defendants"), have reached an amicable agreement resolving the issues in controversy, and

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

consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS, Plaintiff's Complaint alleged that Defendants knowingly submitted claims to Delta Dental of New Jersey ("Delta Dental") for twenty patients containing the wrong date for a dental procedure that would not have been paid by Delta Dental if Defendants had billed the procedure with the true date of the procedure, in violation of the New Jersey Insurance Fraud Prevent Act. N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(1) and N.J.S.A. 17:33A-4(a)(3).

WHEREAS, a person violates the Fraud Act if he presents any written or oral statement as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy knowing that the statement contains any false or misleading information concerning any fact or thing material to the claims. N.J.S.A. 17:33A-4(a)(1)

WHEREAS, a person violates the Fraud Act if he conceals or knowingly fails to disclose the occurrence any event which affect's a person's entitlement to any insurance benefit or payment. N.J.S.A. 17:33A-4(a)(3).

WHEREAS, Defendants represent that they believed that they were complying with all applicable laws when submitting claims to Delta Dental for dental services rendered, but now accept that the claim submissions were in violation of the Fraud Act.

WHEREAS, based on the aforementioned law, Defendants admit that they violated the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(1) and N.J.S.A. 17:33A-4(a)(3), as alleged in Plaintiff's complaint.

WHEREAS the Commissioner and Defendants (collectively, "Parties") have determined and hereby agree that settlement is in each of their best interests, and for good cause shown.

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' aforementioned conduct constitutes twenty (20) violations of the Fraud Act, and any future violations of the Fraud Act shall be considered subsequent violations pursuant to N.J.S.A. 17:33A-5(c).

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

3. Defendants shall pay a total judgment of \$18,000.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$12,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$4,250.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); a \$625.00 statutory surcharge for Mina Elfar, D.M.D.

pursuant to N.J.S.A. 17:33A-5.1; and a \$625.00 statutory surcharge for Genuine Smiles, P.A. pursuant to N.J.S.A. 17:33A-5.1.

4. Defendants shall satisfy the judgment upon the following terms and conditions:

Immediately upon execution of this Stipulation of Settlement by Defendants, Defendants shall remit to the attorney for the Commissioner a payment in the amount of \$18,00.00 **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

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

6. 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 Defendants agree to pay Plaintiff's attorneys' fees pursuant to

N.J.S.A. 17:33A-5(b) (in the amount stated in Paragraph 2) plus all reasonable costs of collection and enforcement of this Settlement, including attorneys' fees and expenses.

7. 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.

8. 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.

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

If to the Commissioner: 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

If to the Defendants: Thomas Kamvosoulis, Esq.  
Brach Eichler LLC  
101 Eisenhower Parkway  
Roseland, New Jersey 07068

10. This Settlement 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 of Settlement shall be provided to any appropriate licensing authority.

12. 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.

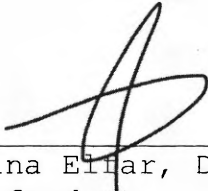
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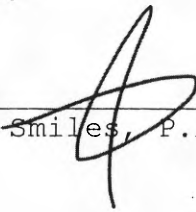
**CONSENTED AS TO FORM, CONTENT, AND ENTRY:**

JENNIFER DAVENPORT  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff

Dated: 4/27/26 By: /s/ Jessica Lugo  
Jessica Lugo  
Deputy Attorney General

Dated: 4/13/26 By: Thomas Kamvosoulis  
Thomas Kamvosoulis, Esq.  
Attorney for Defendants

Dated: 4/11/26 By:   
Mina Elhar, D.M.D.  
Defendant

Dated: 4/11/26 By:   
Genuine Smiles, P.A.  
By:  
Title:  
Defendant