

AMENDED BY COURT

MATTHEW J. PLATKIN  
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: Brian R. Fitzgerald  
Deputy Attorney General  
Nj Attorney ID: 024972004  
(609) 376-2965  
brian.fitzgerald@law.njoag.gov

SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART – ATLANTIC COUNTY  
DOCKET NO. ATL-DC-003847-23

JUSTIN ZIMMERMAN, ACTING )  
COMMISSIONER OF THE NEW )  
JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
 )  
ENGER REYES, )  
 )  
 )  
Defendant. )

Civil Action

**ORDER FOR FINAL JUDGMENT BY  
DEFAULT**

**SPECIAL CIVIL PART: STATUTORY  
PENALTIES**

**AMOUNT IN CONTROVERSY:  
\$13,282.00**

THIS MATTER HAVING BEEN opened to the Court on the application of Matthew J . Platkin, Attorney General of New Jersey, (by Brian R. Fitzgerald, Deputy Attorney General, appearing), attorney for Plaintiff, Justin Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance on a motion for final judgment by default; and

Defendant, Enger Reyes (“Defendant”), having been duly served with a copy of the Summons and Complaint in the above-captioned action, and

default having been entered for Defendant's failure to appear, answer, or otherwise defend;

This Court now finds that Defendant violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") by (i) when reinstating his lapsed automobile insurance policy, falsely representing to Progressive Garden State Insurance Company ("Progressive") in writing on a Statement of No Loss ("SONL") that he had not been in an accident ("Accident") between the date his policy lapsed due to nonpayment of premium and the date and time he submitted the SONL when, in fact, he had been in the Accident just prior to submitting the SONL, in violation of N.J.S.A. 17:33A-4(a)(4)(b); (ii) when reinstating his policy, concealing and/or knowingly failing to disclose to Progressive on the SONL that the Accident had occurred just prior to him reinstating his policy, in violation of N.J.S.A. 17:33A-4(a)(5); and (iii) on a phone call with Progressive on July 1, 2022 ("July 2022 Call") in connection with his claim for damage caused to his vehicle from the Accident, falsely representing that the Accident occurred after he reinstated his policy when, in fact, the Accident occurred just prior to him reinstating his policy, in violation of N.J.S.A. 17:33A-4(a)(1); and

FINAL JUDGMENT is on this 19<sup>th</sup> day of <sup>January</sup> 2024, entered in the amount of \$10,782.00 against Defendant, Enger Reyes, and in favor of Plaintiff. This amount consists of \$7,500.00 in civil penalties for three (3) violations of the Fraud Act, N.J.S.A. 17:33A-5(b); attorneys' fees of \$2,282.00 pursuant to N.J.S.A. 17:33A-5(b); and a statutory fraud surcharge of \$1,000.00 pursuant to

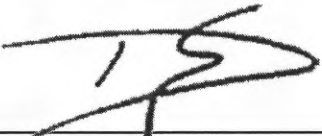
N.J.S.A. 17:33A-5.1.

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 39:6A-15, Defendant shall not operate a motor vehicle over the highways of this State for a period of one year from the date of this Order

IT IS FURTHER ORDERED, that a copy of this Order be served upon all parties within 7 days of the date of receipt.

This motion was:

       Opposed         Unopposed

  
\_\_\_\_\_  
DEAN R MARCOLONGO J.S.C.  
Having reviewed the above motion, I find it to be meritorious on its face and unopposed. Pursuant to R.1:6-2, it therefore will be granted essentially for the reasons set forth on the moving papers.