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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - ATLANTIC COUNTY
DOCKET NO. ATL-DC-003267-23

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

Civil Action

**ORDER FOR FINAL JUDGMENT BY
DEFAULT**

**SPECIAL CIVIL PART: STATUTORY
PENALTIES**

**AMOUNT IN CONTROVERSY:
\$8,184.00**

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 (“Plaintiff”) on a motion for final judgment by default; and

Defendant, Beau Togno (“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) during a telephone call with an insurance company to reinstate his lapsed automobile insurance policy, making false oral statements that there had been no accidents involving his insured vehicle between the date his policy lapsed and the date and time he reinstated his policy, and that there had not been any damage during the lapse period when, in fact, he had been in an accident while driving the insured vehicle a few hours prior to reinstating his policy, and (ii) when reinstating his policy, concealing and/or knowingly failing to disclose that he had been in an accident while driving his insured vehicle a few hours prior to reinstating his policy.

Specifically, Defendant (i) during a telephone call with Progressive Garden State Insurance Company ("Progressive") on September 23, 2019 at 7:22 p.m. ("September 23 Call") to make a Statement of No Loss ("SONL") in support of the reinstatement of his lapsed policy, falsely represented that he had not been in any accidents between August 27, 2019, the date his policy lapsed for nonpayment of premium and the date and time of the September 23 Call when, in fact, he had been in an accident on September 23, 2019 at 3:40 p.m. ("Accident"), which was during the policy lapse period, and falsely represented on the September 23 Call that there had not been any damage to his insured vehicle when, in fact, his insured vehicle was damaged in the

Accident, both in violation of N.J.S.A. 17:33A-4(a)(4)(b), and (ii) on the September 23 Call, concealed and/or knowingly failed to disclose that he had been in the Accident, in violation of N.J.S.A. 17:33A-4(a)(5).

FINAL JUDGMENT is on this 24th day of ^{October} 2023, entered in the amount of \$8,184.00 against Defendant, Beau Togno, and in favor of Plaintiff. This amount consists of \$5,000.00 in civil penalties for two (2) violations of the Fraud Act, N.J.S.A. 17:33A-5(b); attorneys' fees of \$2,184.00 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 a copy of this Order be served upon all parties within 7 days of the date of receipt.



DEAN R. MARCOLONGO J.S.C.

This motion was:

 Opposed Unopposed

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.