



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 falsely representing on an application for automobile insurance to an insurance company that the vehicles insured under the policy would not be used to carry persons or property for compensation for a fee when, in fact, at least one insured vehicle was rented out through his car rental company, in violation of N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(5); and in connection with a claim for damage to an insured vehicle that was caused by an accident, making false oral representations to an insurance company on two separate telephone calls that the vehicle was damaged when parked when, in fact, the vehicle was damaged while moving, in violation of N.J.S.A. 17:33A-4(a)(1).

Specifically, Defendant (i) falsely represented to Progressive Garden State Insurance Company ("Progressive") on an application ("Application") for an automobile insurance policy ("Policy") to insure several vehicles, including a 2016 Maserati Ghibli ("Maserati"), that the insured vehicles, namely the Maserati, would not be used to carry persons or property for compensation or a fee when, in fact, the Maserati was rented out through his car rental company, Red Gut Rentals LLC ("Red Gut Rentals") and concealed and/or knowingly failed to disclose to Progressive that the Maserati would be rented out through Red Gut Rentals, in violation of N.J.S.A. 17:33A-4(a)(5), and (ii) on a telephone call with Progressive on December 21, 2021 and on a separate

call with Progressive on December 28, 2021, falsely represented that the Maserati was damaged in an automobile accident ("Accident") while parked when, in fact, it was damaged while being driven, and that nobody but him drove the Maserati when, in fact, other individuals drove the Maserati when renting the vehicle through Red Gut Rentals, both in violation of N.J.S.A. 17:33A-4(a)(1); and

FINAL JUDGMENT is on this <sup>20th</sup> day of <sup>June</sup> 2024, entered in the amount of \$12,026.00 against Defendant, Junias Louis, 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 \$3,526.00 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's driving privileges will be suspended for a period of one (1) year from the date of this judgment.

IT IS FURTHER ORDERED, that a copy of this Order be served upon all parties <sup>^</sup><sub>/counsel of record</sub> within seven (7) days of the date <sup>hereof per the Rules of Court.</sup><sub>of receipt.</sub>

*/s/ Hon. Robert H. Gardner, J.S.C.*

Hon. ROBERT H. GARDNER , J.S.C.

This motion was:

       Opposed   X   Unopposed