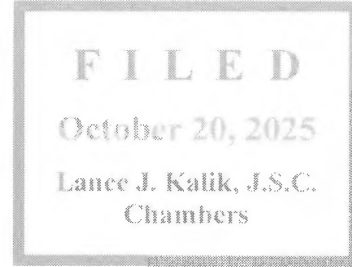


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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART SOMERSET COUNTY
DOCKET NO. SOM-DC-000253-25

JUSTIN ZIMMERMAN,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
LAWRENCE M. MOSES,)
)
Defendant.)

Civil Action

ORDER FOR FINAL JUDGMENT

THIS MATTER HAVING BEEN opened to the Court on the application of Matthew J. Platkin, Attorney General of New Jersey, (Sean Healy, Deputy Attorney General, appearing), attorney for Plaintiff, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance on a Motion to Enforce Settlement against Defendant, Lawrence M. Moses ("Defendant");

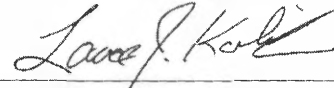
This Court now finds that the Defendant violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically N.J.S.A. 17:33A-4(a)(4)(b), and N.J.S.A. 17:33A-4(a)(5), by filing a false Statement of No Loss with Progressive Insurance Company on March 12, 2021 in order to reinstate his policy of insurance; and

FINAL JUDGMENT is on this 6th day of October 2025, entered in the amount of \$2,725.00 against the Defendant, Lawrence M. Moses and in favor of Plaintiff, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance. This amount consists of \$2,500.00 in civil penalties for one violation of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); attorney's fees of \$100.00 pursuant to N.J.S.A. 17:33A-5(b); and a statutory surcharge of \$125.00 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 _____ days of the date of receipt.~~

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

IT IS FURTHER ORDERED that service of this Order shall be deemed effectuated upon all parties upon the upload to eCourts. Pursuant to Rule 1:5-1(a), a movant shall serve a copy of this Order on all parties not served electronically within seven days of the date of this Order.



Honorable Lance J. Kalik, J.S.C.

This motion was:

 X Opposed Unopposed

Statement of Reasons

Plaintiff filed this motion on September 19, 2025, seeking to enter Judgment by Default due to defendant's breach of a settlement agreement. Plaintiff served defendant by regular and certified mail, and defendant filed an opposition to the motion.

Plaintiff's counsel submitted a certification indicating that the parties settled this matter on April 14, 2025. The stipulation of settlement dated April 14, 2024, and signed by both parties, provided that defendant agreed to pay \$2,725.00, in full on or before July 14, 2025. The parties agreed that in the event defendant defaulted on the payment arrangement, and does not cure the default, then "plaintiff shall make an application to the Court to enter judgment against the defendant for the full amount of the complaint, giving the defendant credit for any and all payments made."

Plaintiff's counsel certifies that defendant made \$0 in payments, but has failed to pay further amounts, leaving a balance due of \$2,725.00

The settlement agreement makes clear that in the event defendant defaults on the arranged payments, plaintiff can make an application to the court to enter judgment against the defendant in the full amount of the agreement, minus any payments made. Plaintiff has sufficiently demonstrated that defendant is liable for breach of the obligations as stipulated by the settlement agreement, and that the proofs are sufficient to establish a sum certain

owed. Rule 6:6-3. Plaintiff also provided a certification, with supporting documentation, that defendant is not currently serving in the military. Rule 1:5-7.

Here, defendant alleges that he entered this agreement under duress and was coerced to sign it. Defendant also alleges that he was threatened by plaintiff's attorney. Defendant provides no proof to support any of his allegations.

Application is granted.

The proposed form of order has been modified with additional language added in bold face and/or other proposed language stricken.

Statement of Reasons

Plaintiff filed a complaint on January 10, 2025. A summons was served on defendant by mail and the notice informed defendant that default would occur on January 11, 2025 if defendant

did not file an answer or otherwise appear. See Rule 6:2-1. Defendant filed an answer on February 24, 2025.. On September 19, 2025, plaintiff filed a motion for default judgment to be entered against defendant in the sum of \$2,725.00 for breach of a settlement agreement entered on April 14, 2025. Defendant filed an opposition to the motion.

Default Judgment

Plaintiff seeks default judgment for breach of a settlement agreement entered between the parties. Plaintiff's counsel submitted a certification indicating that the parties settled this matter on February 20, 2025. The stipulation of settlement dated April 14, 2024, and signed by both parties, provided that defendant agreed to pay \$2,725.00, in full on or before July 14, 2025. The parties agreed that in the event defendant defaulted on the payment arrangement, and does not cure the default, then "plaintiff shall make an application to the Court to enter judgment against the defendant for the full amount of the complaint, giving the defendant credit for any and all payments made." The certification accompanying plaintiff's motion for default judgment includes proof of the amount agreed upon in the settlement agreement, as required by Rule 6:3-3(a) with respect to the amount due. Plaintiff also certified that it served a copy of the motion on the defaulting party by regular and/or certified mail, and that Defendant is not a minor or mentally incapacitated person, as required by Rule 6:3-3(c). Finally, Plaintiff provided a certification, with supporting documentation, that Defendant is not currently serving in the military. See Rule 1:5-7. For these reasons, plaintiff's request for default judgment of the assessments and fees in the amount of \$2,625.00 is granted.

Plaintiff's Request for Attorney's Fees and Costs

Plaintiff also seeks attorney's fees and costs in the amount of \$100. Plaintiff seeks attorneys' fees and costs pursuant to the New Jersey Insurance Fraud Prevention Act, specifically N.J.S.A. 17:33A-5(b).

RPC 1.5(a) mandates that "[a] lawyer's fee shall be reasonable" and "in determining the reasonableness of a fee," the court is to consider the following factors:

A lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee. The factors to be considered in determining the propriety of a fee include the following:

- (1) whether the fee is fixed or contingent;
- (2) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (3) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

- (4) the fee customarily charged in the locality for similar legal services;
- (5) the amount involved and the results obtained;
- (6) the time limitations imposed by the client or by the circumstances;
- (7) the nature and length of the professional relationship with the client; and
- (8) the experience, reputation, and ability of the lawyer or lawyers performing the services.

"Ultimately, 'the attorney bears the burden of establishing the fairness and reasonableness of' a fee arrangement. Arbus, Maybruch & Goode, LLC v. Cohen, 475 N.J. Super. 509, 515-16 (App. Div. 2023). This burden is satisfied by a preponderance of the evidence. Kopec v. Moers, 470 N.J. Super. 133, 158 (App. Div. 2022). The court should consider the lodestar, or the number of hours reasonably expended by the party's counsel in the litigation multiplied by their reasonable hourly rate. Litton Industries Inc., v. IMO Industries, Inc., 200 N.J. 386 (2009). The lodestar amount is the most significant element in the award of a reasonable fee because that function requires the trial court to evaluate carefully and critically the aggregate hours and specific hourly rates advanced by counsel for the prevailing party to support the fee application. Rendine v. Pantzer, 141 N.J. 292, 335 (1995). The court "should not accept passively the submissions of counsel to support the lodestar amount." Id. "[T]he attorney's presentation of billable hours should be set forth in sufficient detail to permit the trial court to ascertain the manner in which the billable hours were divided among the various counsel." Id.

After evaluating the hourly rate, the court must then determine the reasonableness of the number of hours worked. Id. at 337. To determine the reasonableness of the hourly rate, the court must compute the rate to that of similar services for lawyers of reasonably comparable skill, experience, and reputation. Id. The determination of the reasonable rate need not be unnecessarily complex or protracted but the court "should satisfy itself that the assigned hourly rates are fair, realistic, and accurate, or should make appropriate adjustments." Id. Where time entries note an unreasonable number of hours expended for tasks such as "routine correspondence and preparation of routine pleadings," for example, there is a need for "critical review of the certification to be supplied by counsel." Scullion v. State Farm Ins. Co., 345 N.J. Super. 431, 441 (App. Div. 2001).

Regarding permitted costs, Rule 4:42-8(a), which applies to Special Civil Part matters pursuant to Rule 6:6-1, generally entitles a prevailing party to certain costs. Costs are permitted to a prevailing party even if there is an "incomplete success." Gallo v. Salesian Soc'y, 290 N.J. Super. 616, 660 (App. Div. 1996). "[A] prevailing party may be denied an award of costs only for 'special reasons.'" Knight v. AAA Midatlantic Ins. Co., 394 N.J. Super. 333, 337 (App. Div. 2007).

In support of its application, plaintiff's counsel submitted a certification of legal fees and costs incurred. The certification provides that attorney bills at an hourly rate is \$310.00, and that the normal hourly rate for paralegal time is \$130.00. Counsel also certified that she charges flat

rates for some aspects of the collection process she performs for community associations such as plaintiff.

The hourly rates of \$310 and \$130, respectively, charged for attorney and paralegal time are reasonable and similar to rates charged in the relevant community. The National Law Journal Billing Survey for 2015 provides that the median hourly rate in New Jersey was \$400 for a partner, \$325.00 for an of counsel, and \$298.00 for an associate. The court also notes that the survey lists the rates charged in 2015, which was seven years ago. Therefore, the court finds that the hourly rates charged by is reasonable and fall within the “prevailing market rates in the relevant community.” Rendine, 141 N.J. at 337.

In evaluating the Rule 1.5(a) factors, the fees that counsel charged plaintiff are based partially on flat fees for certain tasks regardless of the amount of time spent on such tasks, as well as partially on the lodestar for certain tasks.

The amount charged is fixed, and is not contingent. Rule 1.5(a)(1).

This matter is a straightforward collection matter, and is not complex, nor does it involve novel or difficult issues. With respect to the time spent, the total time spent by counsel of 1.2 hours, and by the paralegal of 2.0 hours, are reasonable given the discrete tasks performed by each. Because many of the charges are based on flat fees, however, the Court cannot assess the reasonableness of the time and labor required for such charges. Rule 1.5(a)(2). Therefore, the request for charges for \$175 (for acct verification; draft & prep collection letter), \$325 (for draft prep & file notice lien), \$650 (for initiation of collection action), \$175 (for mortgage search; draft and prep. corrsp. lender re. filed lien; priority), and \$850 (for draft & prep file motion default judgment), are denied, as the Court cannot determine whether such fees are reasonable given the lack of information provided to support such charges.

Although counsel certified that the services rendered for plaintiff did not limit the firm from accepting work from other clients, counsel noted that the firm’s timekeepers would have billed other clients if not performing this work for the plaintiff. Rule 1.5(a)(3).

As noted above, the rates charged by counsel are similar to rates customarily charged in the locality. Rule 1.5(a)(4).

The amount involved in dispute is \$5,930 and plaintiff was successful by default. Rule 1.5(a)(5).

There was no particular time limitation involved in this matter. Rule 1.5(a)(6).

Counsel did not provide facts sufficient to evaluate either the nature and length of the professional relationship with the client, or counsel’s experience, reputation, and abilities. Rule 1.5(a)(7) and (8).

Therefore, the application for attorney's fees is granted in the amount of \$632, representing 1.2 hours times \$310 per hour, and 2.0 hours times \$130 per hour.

With respect to costs, the application is granted in the amount of \$345.70 as supported by the invoices.

For the reasons stated above, plaintiff's request for attorney's fees and costs in the amount of \$977.70 is granted.

The proposed form of order has been modified with additional language added in bold face and/or other proposed language stricken.