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11/21/2025

Superior Court of New Jersey

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - BERGEN COUNTY
DOCKET NO. BER-L-002372-25

JUSTIN ZIMMERMAN, COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE,)	<u>Civil Action</u>
)	
Plaintiff,)	ORDER FOR FINAL JUDGMENT
)	BY DEFAULT
v.)	
)	
LUCIO ESPINOZA and ANTHONY ESPINOZA,)	
)	
Defendant.)	

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

Defendants, Lucio Espinoza and Anthony Espinoza ("Defendants"), having been duly served with a copy of the Summons

and Complaint in the above-captioned action, and default having been entered for Defendants' failure to appear, answer, or otherwise, defend.

This Court now finds that, by misrepresenting to Progressive during the application process that he was the owner and driver of Anthony Espinoza's Acura, and that the Acura was garaged at his residence, and concealing that Anthony owned the Acura, regularly drove the Acura, and garaged the Acura at Anthony's residence in another town, Lucio Espinoza violated N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(3).

This Court further finds that Lucio Espinoza and Anthony Espinoza conspired with each other to falsely represent to Progressive on an application for auto insurance that Anthony's Acura was owned by Lucio, driven only by Lucio, and garaged at Lucio's residence in Bergenfield, when in fact, Anthony owned and operated the Acura and kept it garaged at his residence in Rockaway, New Jersey, thereby violating N.J.S.A. 17:33A-4(b).

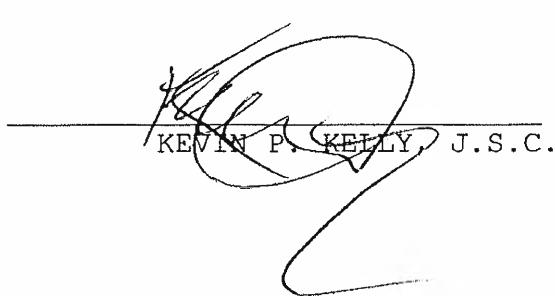
This Court further finds that, as a result of Lucio Espinoza's misrepresentation to Progressive on the application for auto insurance that he was the owner and operator of the Acura, keeping the vehicle garaged at his residence, when in fact Anthony owned and operated the Acura and kept it garaged in another town, Anthony knowingly benefitted from the insurance policy issued based upon those misrepresentations, in violation of N.J.S.A. 17:33A-4(c).

FINAL JUDGMENT is on this 21 day of NOVEMBER 2025, as follows:

1. \$5,000.00 against Lucio Espinoza, individually, for the Fraud Act violations alleged in Count 1 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
2. \$5,000.00 against Lucio Espinoza and Anthony Espinoza, jointly and severally, for the Fraud Act violations alleged in Count 2 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
3. \$5,000.00 against Anthony Espinoza, individually, for the Fraud Act violations alleged in Count 3 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
4. A \$1,000 Fraud Act surcharge against Lucio Espinoza, individually, pursuant to N.J.S.A. 17:33A-5.1;
5. A \$1,000 Fraud Act surcharge against Anthony Espinoza, individually, pursuant to N.J.S.A. 17:33A-5.1;
9. Attorneys' fees in the amount of \$3,500.00 against Defendants, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b);
10. Cost of service in the amount of \$150.00 against Lucio Espinoza, individually, pursuant to N.J.S.A. 17:33A-5(b);

11. Cost of service in the amount of \$75.00 against
Anthony Espinoza, individually, pursuant to
N.J.S.A. 17:33A-5(b);

IT IS FURTHER ORDERED, that a copy of this Order be served
upon all parties within 14 days of the date of receipt.


KEVIN P. KELLY, J.S.C.

This motion was:

Opposed

Unopposed