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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART –
PASSAIC COUNTY
DOCKET NO. PAS-DC-015991-25

JUSTIN ZIMMERMAN,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
Plaintiff,)

Civil Action

**ORDER FOR
FINAL JUDGMENT BY DEFAULT**

v.)

GARY WILLIAMS,)
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

Defendant, Gary Williams ("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, by failing to disclose the damage that occurred on or before May 8, 2021, when purchasing an automobile policy from Progressive on May 18, 2021, knowingly failed to disclose the occurrence of an event that affected his initial or continued entitlement to an insurance benefit or payment, in violation of N.J.S.A. 17:33A-4(a)(3);

This Court further finds that, by falsely claiming to Progressive on May 24, 2021, that his Mercedes was damaged on May 22, 2021, when in fact the damage occurred on or before May 8, 2021, prior to the inception of his automobile insurance policy, Defendant made material oral statements to an insurance company in support of a claim for payment or other benefit pursuant to an insurance policy knowing that the statements were false, in violation of N.J.S.A. 17:33A-4(a)(1).

FINAL JUDGMENT is on this 15th day of December 2025, entered in the amount of \$8,392.00 against Defendant and in favor of Plaintiff, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance. This amount consists of \$5,000.00 in civil penalties for two (2) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); attorneys' fees of \$2,392.00 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 within 7 days of the date of receipt.

SEE ATTACHED STATEMENT OF REASONS

This motion was:

 Opposed

 X Unopposed



HON. JASON C. TUCHMAN, J.S.C.

JUSTIN ZIMMERMAN v. GARY WILLIAMS

Docket No. PAS-DC-15991-25

STATEMENT OF REASONS

This matter is before the Court on Plaintiff's, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance, Motion to Enter Default Judgment, filed on November 17, 2025. Defendant filed no opposition. No oral argument was held on this matter. Upon consideration of the parties' submissions, the underlying facts, and controlling law, the Court finds as follows:

Background

Plaintiff filed this action on September 4, 2025, alleging Defendant violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. § 17:33A-4. Defendant never filed an answer or any motion in this matter. As a result, default was entered against the Defendant on October 20, 2025. Plaintiff subsequently filed the present Motion to Enter Default Judgment on November 17, 2025.

On May 18, 2021, Progressive issued Defendant an auto insurance policy. When purchasing the auto insurance policy, Defendant did not disclose any existing damage to his vehicle to Progressive. Then, on May 24, 2021, Defendant reached out to Progressive to make a claim for damages to his insured vehicle, stating that he had been in a car accident on May 22, 2021. However, when Progressive investigated Defendant's claim, it discovered that Defendant had been in an accident on or before May 8, 2021, and had gone to Mercedes-Benz of Paramus on May 10, 2021, because his vehicle broke down.

Plaintiff brought the present suit seeking to recover monetary damages and attorneys' fees pursuant to N.J.S.A. § 17:33A-5 and § 17:33A-5.1.

Legal Standards

Pursuant to N.J.S.A. § 17:33A-4(a)(3), “A person or a practitioner violates the act if he . . . [c]onceals or knowingly fails to disclose the occurrence of an event which affects any person’s initial or continued right or entitlement to (a) any insurance benefit or payment or (b) the amount of any benefit or payment to which the person is entitled.”

Conclusion

The Court finds that Defendant violated N.J.S.A. § 17:33A-4 when he knowingly failed to disclose the damage to his vehicle when applying for an auto insurance policy, as well as when Defendant misrepresented the date his car began experiencing issues. The Court finds that this concealment and misrepresentation was an act of fraud for the purpose of wrongfully obtaining an insurance benefit.

For these reasons, Plaintiff’s Motion to Enter Judgment is hereby GRANTED.