

FILED

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J-9526-26

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY
DOCKET NO. MID-L-003081-25

JUSTIN ZIMMERMAN,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
KEANA FUENTES,)
)
Defendant.)

Civil Action

**ORDER OF FINAL JUDGMENT
BY DEFAULT**

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, Commissioner of the New Jersey Department of Banking and Insurance (“Plaintiff”), seeking an Order for final judgment by default; and

Defendant, Keana Fuentes (“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 committed three (3) violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (“Fraud Act”).

First, Defendant falsely represented to Drive New Jersey Insurance Company (“Progressive”) on her application for an automobile insurance policy and her policy renewal that she resided and garaged her insured vehicle in New Jersey when, in fact, she resided and garaged her insured vehicle in New York, in violation of N.J.S.A. 17:33A-4(a)(4)(a) and -4(a)(4)(b), and -4(a)(5).

Second, Defendant violated the Fraud Act by falsely representing to Progressive during a October 11, 2019 telephone call in support of a claim for damage (“Claim”) to her 2018 Mercedes-Benz E300 (“Mercedes”) which was caused by an automobile accident that she resided and garaged the Mercedes in New Jersey when, in fact, she resided and garaged the Mercedes in New York, in violation of N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(3)(b).

Third, Defendant violated the Fraud Act by, in support of the Claim, providing to Progressive a bogus lease, falsely representing that she resided and garaged the Mercedes in New Jersey when, in fact, she resided and garaged the Mercedes in New York, in violation of N.J.S.A. 17:33A-4(a)(1) and -4(a)(2).

And the Court having considered the moving papers and for good cause having been shown;

IT IS on this 23rd day of January, 2026,

ORDERED that Plaintiff’s Motion for Default Judgment is hereby **GRANTED**; and it is further

ORDERED that Final Judgment is entered in the amount of \$19,810.00 against Defendant, Keana Fuentes, and in favor of Plaintiff, consisting of \$15,000.00 in civil penalties for three (3)

violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); attorneys' fees of \$3,810.00 pursuant to N.J.S.A. 17:33A-5(b); and \$1,000.00 constituting the statutory fraud surcharge pursuant to N.J.S.A. 17:33A-5.1, which is imposed for violations of the Fraud Act in addition to any other penalty, fine or charge imposed pursuant to law; and it is further

ORDERED that pursuant to N.J.S.A. 39:6A-15, Defendant Keana Fuentes's driving privileges will be suspended for a period of one (1) year from the date of this judgment; and it is further

ORDERED that a copy of this Order shall be served by Plaintiff by regular and certified mail, return receipt requested, AND recognized overnight delivery service (e.g., Fed Ex, UPS, etc.) upon Defendant Keana Fuentes, at their last known address within seven (7) days of the date hereof; and it is further

ORDERED that service of this Order shall be deemed effectuated upon all parties upon its upload to eCourts. Pursuant to Rule 1:5-1(a), movant shall serve a copy of this Order on all parties not served electronically within seven (7) days of the date of this order.

UNOPPOSED

151 Bruce J. Kaplan

Honorable Bruce J. Kaplan P.J.Cv.

STATEMENT OF REASONS

This matter comes before the Court by way of Plaintiff's Motion to Enter Default Judgment against Defendant Keana Fuentes, for the sum certain of \$19,810.00, which includes \$3,810.00 in attorneys' fees. No opposition was filed.

By way of relevant procedural history, a Complaint was filed on May 22, 2025. Thereafter, on June 5, 2025, the Summons and Complaint were served upon Keana Fuentes via

personal service. In this matter, Plaintiff alleges Defendant has committed three (3) violations of the New Jersey Insurance Fraud Prevention Act N.J.S.A. 17:33A-1 to -30 ("Fraud Act").

First, Plaintiff alleges Defendant falsely represented to Drive New Jersey Insurance Company on her automobile insurance application and policy renewal that she resided and garaged her insured vehicle at addresses in Fort Lee, New Jersey, when, in fact, she resided and garaged the vehicle in New York, in violation of N.J.S.A. 17:33A-4(a)(4)(a) and -4(a)(4)(b), and -4(a)(5). Second, Plaintiff alleges during an October 11, 2019 telephone call regarding a damages claim, Defendant falsely represented to Drive New Jersey Insurance Company that she resided and garaged her insured vehicle at a Fort Lee, New Jersey address, in violation of N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(3)(b). Third, Plaintiff represents Defendant provided to Drive New Jersey Insurance Company a fraudulent lease, falsely representing that she resided and garaged her insured vehicle at a Fort Lee, New Jersey address, when, in fact, she resided and garaged the Mercedes in New York, in violation of N.J.S.A. 17:33A-4(a)(1) and -4(a)(2).

Accordingly, Plaintiff seeks to enforce penalties of the New Jersey Insurance Fraud Prevention Act. Plaintiff represents violations of the Fraud Act subject the violator to a civil penalty of up to \$5,000.00 for the first offense, up to \$10,000.00 for the second offense, and up to \$15,000.00 for each subsequent offense. N.J.S.A. 17:33A-5(b). Although Plaintiff could seek civil penalties in the amount of \$30,000.00 for three (3) violations, Plaintiff seeks a single \$15,000.00 civil penalty for the material misstatements made by Defendant to Drive New Jersey Insurance Company. Plaintiff additionally represents court costs and reasonable attorneys' fees are mandated by the Fraud Act for legal services provided in enforcing the statute. N.J.S.A. 17:33A-5(b). Accordingly, Plaintiff argues it is entitled to compensation in the amount of \$3,810.00 for legal services. Finally, Plaintiff represents pursuant to N.J.S.A. 17:33A-5.1, a person who is found in a legal proceeding to have committed insurance fraud shall be subject to a statutory fraud surcharge in the amount of \$1,000.00.

Plaintiff therefore moves pursuant to R. 4:43-2, to enter default judgment in the amount of \$19,810.00 against Defendant Keana Fuentes.

Pursuant to N.J.S.A. 39:6A-15, Plaintiff additionally seeks to suspend Defendant's driving privileges for a period of one (1) year from the date of this judgment, due to Defendant's violations of the provisions New Jersey Insurance Fraud Prevention Act pertaining to automobile insurance.

As to the present date, Defendant has failed to file an answer or other responsive pleading to the Summons or Complaint and has not requested an extension of time within which to respond. On July 11, 2025, Default was entered against Defendant by the Clerk of the Court. Thereafter, on December 17, 2025, Plaintiff filed the instant motion to enter Default Judgment. Subsequently, on January 6, 2026, the Court issued a clerk notice advising that Plaintiff must upload a supplemental certification as to service of the instant motion upon Defendant, stating whether the certified and regular mail was received and served at the last known address. On January 7, 2026, Plaintiff uploaded said supplemental certification providing that the certified and regular mail was sent to Defendant's last known address and has not been returned.

After further review, the Court will be granting this motion. In so granting, the Court notes no opposition was filed despite service of this motion on the Defendant. Moreover, based on the representations as to Defendant's false or misleading statements, the Court finds Defendant violated the following provisions of the the New Jersey Insurance Fraud Prevention Act: N.J.S.A. 17:33A4(a)(1), -4(a)(2), -4(a)(3)(a), -4(a)(3)(b), -4(a)(4)(a), -4(a)(4)(b), -4(a)(5).

Sum Certain

If the Plaintiff's claim against a defendant is for a sum certain or for a sum that can by computation be made certain, the Court requires an affidavit setting forth a particular statement of the items of the claim, the amounts and dates, the calculated amount of interest, the payments or credits, if any, the net amount due, and the name of the original creditor if the claim was acquired by assignment. R. 6:6-3. The affidavit certifying as to the sum certain must be made by a personal representative with firsthand knowledge of the amount due and owing. R. 1:6-6. If the Court is satisfied with the proofs provided as to the sum certain, the Court may elect not to hold a proof hearing. R. 4:43-2.

Within the present motion, Plaintiff provided a Certification issued on December 17, 2025 by Julia Ferreira, a civil investigator employed by the New Jersey Department of Banking and Insurance, Bureau of Fraud Deterrence, and a personal representative with firsthand knowledge. See LCV20253530416. In the certification, it is represented that Defendant made false or misleading statements in violation of the New Jersey Insurance Fraud Prevention Act N.J.S.A. 17:33A-1 to -30. Plaintiff additionally provided a Certification issued on December 17, 2025 by Brian R. Fitzgerald, Deputy Attorney General, assigned to represent Plaintiff, Justin

Zimmerman, Acting Commissioner of the New Jersey Department of Banking and Insurance. See LCV20253530416. Within the certification, it is represented Defendant is liable for \$19,810.00, consisting of \$15,000.00 in civil penalties for three (3) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5b; attorneys' fees of \$3,810.00 pursuant to N.J.S.A. 17:33A-5b; and \$1,000.00 per the statutory fraud surcharge pursuant to N.J.S.A. 17:33A-5.1.

Plaintiff alleges Defendant violated N.J.S.A. 17:33A4(a)(4)(a) and -4(a)(4)(b) by falsely representing on her automobile insurance application and policy renewal that she resided and garaged her vehicle in New Jersey, when in fact she resided and garaged her vehicle in New York. It is similarly alleged Defendant violated N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(3)(b), when she represented same during a telephone call regarding a damages claim held on October 11, 2019. Finally, Plaintiff alleges Defendant violated N.J.S.A. 17:33A-4(a)(1) and -4(a)(2), when she provided a fraudulent lease in support of her claim, falsely representing she resided and garaged her vehicle in New Jersey. In furtherance of these allegations, Plaintiff has provided a copy of Defendant's driver's license record, certified driver abstract, and LexisNexis public records report, demonstrating that Defendant resided in New York when the alleged false statements were made that she resided in New Jersey. See Exhibits D, E, F. Plaintiff has additionally provided Progressive's claim notes demonstrating that on October 18, 2019, a special investigator verified with representatives of the apartment buildings listed as Defendant's New Jersey residences that Defendant did not reside at same buildings. See Exhibit H. Based on the proofs and the certifications provided, the Court finds that Defendant committed three separate violations of The New Jersey Insurance Fraud Prevention Act, when she falsely stated to Drive New Jersey Insurance Company on three separate occasions that she resided in New Jersey when she in fact resided in New York. Accordingly, Defendant is liable for the minimum statutory penalty for each violation.

The New Jersey Insurance Fraud Prevention Act mandates that penalties shall be deposited to The New Jersey Automobile Full Insurance Underwriting Association and Market Transition Facility Auxiliary Fund, which is administered by the Commissioner. N.J.S.A. 17:33A-5e. The Fraud Act provides that if a "person violates section 4 of P.L.1983, c.320 (C.17:33A-4) the penalty shall be \$5,000 for the first violation, \$10,000 for the second violation and \$15,000 for each subsequent violation." N.J.S.A. 17:33A-5b. Based on the certifications provided, Defendant has committed three separate violations of N.J.S.A. 17:33A-4. Defendant is

therefore liable for the minimum penalty of \$5,000 for each violation. Similarly, the Fraud Act states that “a person who is found in any legal proceeding to have committed insurance fraud shall be subject to a surcharge in the amount of \$1,000.” N.J.S.A. 17:33A-5.1. Accordingly, Defendant is liable for \$15,000.00 due to three violations of the Fraud Act, and \$1,000.00 in surcharges, resulting in an amount of \$16,000.00 due and owing to Plaintiff. Pursuant to N.J.S.A. 39:6A-15, Defendant’s driving privileges will additionally be suspended for a period of one (1) year due to violating a provision of the Fraud Prevention Act.

The December 17, 2025 Certification additionally calculates attorneys’ fees in the amount of \$3,810.00 in accordance with R. 4:42-9. See LCV20253530416. The Certification represents that pursuant to the New Jersey Insurance Fraud Prevention Act, reasonable attorneys’ fees and Court costs shall be awarded to the commissioner for litigation resulting from violations of the statute. N.J.S.A. 17:33A-5(b). Additionally, the Certification provides a Schedule of Attorneys’ Fees established by the New Jersey Department of Law and Public Safety, Division of Law that provides a uniform hourly rate of compensation for legal staff. After review of the certification provided by Plaintiff’s counsel and in applying same to the factors in RPC 1.5, the Court is satisfied that the attorneys’ fees sought are reasonable under the circumstances.

Accordingly, the total amount due and owing is \$19,810.00, which includes \$3,810.00 in attorneys’ fees.

Proof of Service

Per R. 4:43-2, the party moving for default judgment is required to serve the defendant with notice of motion. Service upon a party of such papers notifying a defendant of entry of default judgment shall be made by personal service or by registered or certified mail, return receipt requested, and simultaneously by ordinary mail to the party's last known address. R. 1:5-2 see also R. 4:4-4. If the defendant fails to respond, New Jersey requires that the moving party file a certification of service that the notice was sent to the last known address of the defendant. R. 1:5-3.

In the present case, on January 7, 2026, Plaintiff uploaded a supplemental certification providing proof of service of the instant motion, via regular and certified mail with return receipt requested, upon Defendant Keana Fuentes. See LCV202636518. In same certification, Plaintiff certifies that the certified and regular mail has not been returned. The Court is persuaded that 150

Glover Avenue, Apartment 458, Norwalk, Connecticut 06850 is Defendant Keana Fuentes's last known address as Plaintiff represents that the New Jersey Bureau of Fraud Deterrence conducted a public records search and the LexisNexis Person Report confirms Defendant currently resides at same address. See LCV202636518.

Affidavit of Non-Military Service

Before entry of judgment by default, New Jersey Court Rules require an affidavit setting forth facts showing that the defendant is not in military service. Unless based on facts admissible in evidence, the affidavit shall have attached to it a statement from the Department of Defense or from each branch of the armed forces that the defendant is not in the military service. R. 1:5-7.

Attached to Plaintiff's motion papers is a certification of Defendant Keana Fuentes's non-military service and the statement from the Department of Defense as required by R. 1:5-7. See LCV20253530416.

For the reasons stated, Plaintiff's motion to enter default judgment is granted in the amount of \$19,810.00, which includes \$3,810.00 in attorneys' fees. Pursuant to N.J.S.A. 39:6A-15, Defendant Keana Fuentes's driving privileges will be suspended for a period of one (1) year from the date of this judgment.