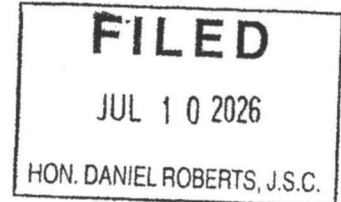


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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART – UNION COUNTY
DOCKET NO. UNN-DC-013697-25

JUSTIN ZIMMERMAN,	)	SPECIAL CIVIL PART: STATUTORY
COMMISSIONER OF THE NEW JERSEY	)	PENALTIES
DEPARTMENT OF BANKING &	)	
INSURANCE,	)	AMOUNT IN CONTROVERSY:
	)	\$6,000.00
Plaintiff,	)	
	)	<u>Civil Action</u>
v.	)	
	)	ORDER FOR FINAL JUDGMENT
RICKY WOODARDS,	)	
	)	
Defendant.	)	

This matter coming before the Court on the application of Jennifer Davenport, Attorney General, (by Sean Healy, Deputy Attorney General appearing), attorney for Plaintiff, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff"), for an Order of Summary Judgment against Defendant, Ricky Woodards ("Defendant"), and the Court having considered the papers submitted, and for good cause shown; and

It is on this 10th day of July, 2026;

ORDERED, that Summary Judgment shall be and hereby is **GRANTED** in favor of Plaintiff and against the Defendant; and

IT IS FURTHER ORDERED, this Court now finds that the Defendant knowingly presented two materially false statements to Progressive Direct Auto Insurance Company on September 3 and 13, 2021 to obtain the payment of benefits under the comprehensive coverage of his automobile insurance policy for flood damage to the insured vehicle that occurred on September 1, 2021, before he obtained the comprehensive coverage on September 2, 2021, in violation of 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)(1) and N.J.S.A. 17:33A-4(a)(3); and

IT IS FURTHER ORDERED, that after consideration of the factors relevant to the calculation of civil penalties, as set forth in Kimmelman v. Henkels & McCoy, Inc., 108 N.J. 123 (1987), that judgment shall be and hereby is entered against Defendant in the amount of \$5,000.00 pursuant to N.J.S.A. 17:33A-5(b) for two violations of the Fraud Act, plus a \$1,000.00 surcharge pursuant to N.J.S.A. 17:33A-5.1; and

IT IS FURTHER ORDERED, that after consideration of the factors relevant for the assessment of attorneys' fees, as set forth in Rendine v. Pantzer, 141 N.J. 292 (1995), that judgment shall be and hereby is entered against Defendant, in the amount of \$4,855.50 pursuant to N.J.S.A. 17:33A-5b;

IT IS FURTHER ORDERED, that Final Judgment is hereby entered in favor the Plaintiff and against the Defendant in the total amount of \$10,855.50; and

IT IS FURTHER ORDERED, that a copy of this Order be served on all parties within 5 days from the date of receipt.

A handwritten signature in black ink, appearing to read 'D. Roberts', is written over a horizontal line.

HON. DANIEL ROBERTS, J.S.C.

_____ opposed

X _____ unopposed

STATEMENT OF REASONS

Summary Judgment is appropriate when “the pleadings, deposition, answers to interrogatories and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law.” R, 4:46-2(c). The Supreme Court of New Jersey, in Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995), articulated the analysis as follows:

A determination whether there exists a ‘genuine issue’ of material fact that precludes summary judgment requires the motion judge to consider whether the competent evidential material presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational fact finder to resolve the alleged disputed issue in favor of the non-moving party.

The Court in Brill also held that a non-moving party cannot defeat a motion for summary judgment merely by pointing to any fact in dispute but rather must point to competent evidence that leads to substantial issue of material fact. Id. at 529.

Here, the Court is satisfied that the certification(s) are made with the requisite degree of personal knowledge and are sufficiently supported by the attached exhibits. Plaintiff argues that Defendant knowingly presented materially false statements to Progressive Direct Auto Insurance Company (“Progressive”) on two separate occasions in support of an automobile property damage claim for benefits from his insurance policy in violation of the New Jersey Insurance Fraud Prevention Act. Specifically, the Defendant indicated in the two statements that the loss which resulted in the claim for benefits occurred after the addition of comprehensive coverage to his insurance policy when, in fact, the loss occurred prior to the addition of the coverage. Plaintiff has established the existence of a contract between the parties, acceptance of the contract by using and paying for the insurance coverage at issue, and a breach of contract occasioned by Defendant’s false statements for insurance coverage. Absent competent and credible proof that contradicts the evidence Plaintiff submitted, there is no genuine issue of material fact.

The Court finds that Defendant added comprehensive and collision deductibles on his automobile insurance policy after the insured vehicle had sustained flood damage, and then filed a claim with a false date and time of loss in an attempt to obtain coverage for the preexisting flood damage, in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 (“Fraud Act”). Accordingly, the Court holds that after consideration of the competent evidential materials Plaintiff presented, when viewed in a light most favorable to Defendant, Plaintiff has made a prima facie showing that it is entitled to a judgment against Defendant for violating the New Jersey Insurance Fraud Prevention Act. For those reasons, Plaintiff’s motion for summary judgment is GRANTED.