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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ATLANTIC COUNTY
DOCKET NO. ATL-L-001791-23

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

Plaintiff,

Civil Action

v.)

**ORDER OF FINAL JUDGMENT
BY DEFAULT**

CRYSTAL KILLION,)
)
Defendant.)

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, Acting Commissioner of the New Jersey Department of Banking and Insurance (“Plaintiff”) on a motion for final judgment by default; and

Defendant, Crystal Killion (“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 (i) on telephone calls with an insurance company regarding an automobile accident claim, falsely represented the date and time of the accident, 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); (ii) on telephone calls with an insurance company regarding an automobile accident claim, concealed and/or knowingly failed to disclose the true date of the accident, which accident occurred prior to the inception of her policy, in violation of N.J.S.A. 17:33A-4(a)(3)(a) and (b); (iii) on an application for an automobile insurance policy with a second insurance company, falsely represented that she had not been in any accidents in several years when, in fact, she had been in an accident approximately one month prior to the application, in violation of N.J.S.A. 17:33A-4(a)(4)(b); (iv) on an application for automobile insurance policy with a second insurance company, concealed and/or knowingly failed to disclose that she had been in the prior accident, in violation of N.J.S.A. 17:33A-4(a)(5); (v) on calls with the second insurance company in connection with an accident claim made to the second insurance company, falsely represented to the second insurance company that the damage to her vehicle occurred after the inception of her policy when, in fact the damage occurred months prior to inception, and also denied that the prior accident occurred, in violation of N.J.S.A. 17:33A-4(a)(1); and (vi) on telephone calls with the second insurance

company, concealed and/or knowingly failed to disclose that the accident happened prior to the inception of her policy, in violation of N.J.S.A. 17:33A-4(a)(3)(a) and (b).

Specifically, Defendant (i) during a call with CURE Auto Insurance (“CURE”) on December 16, 2020 (“December 16 Call”) in connection with an accident claim (“CURE Claim”) for damage to her Nissan, falsely represented to CURE that the damage to her Nissan occurred on December 11 or 12, 2020 when, in fact, the damage occurred to her Nissan on December 10, 2020 (“December 2020 Accident”), prior to the reinstatement of her automobile insurance policy with CURE (“CURE Policy”); and (ii) concealed and/or knowingly failed to disclose to CURE on the December 16 Call that the December 2020 Accident occurred on December 10, 2020, prior to the inception of her CURE Policy.

Further, Defendant (i) on an application for an automobile insurance policy with Plymouth Rock Assurance underwritten by High Point Property and Casualty Insurance Company (“Plymouth Rock” or “High Point”) to insure her Nissan (“Plymouth Rock Application”), falsely represented that she had not been in any accidents since 2018 when, in fact, she had been in the December 2020 Accident; (ii) concealed and/or knowingly failed to disclose the December 2020 Accident when asked whether she had been in any accidents or filed a claim in the six years prior to the Plymouth Rock Application; (iii) falsely represented to Plymouth Rock during telephone calls on February 19, 2021 and two calls on February 24, 2021 in connection with a damage claim

(“Plymouth Rock Claim”) that (a) damage occurred to her Nissan on February 18, 2021 when, in fact, the damage occurred from the December 2020 Accident, for which Defendant previously filed a claim with CURE (“CURE Claim”); (b) she had not been in an accident in December 2020 when, in fact, she had been in the December 2020 Accident; (c) the damage to her Nissan occurred only recently when, in fact, it occurred from the December 2020 Accident; (d) CURE had a false claim; and (e) no damage occurred to her Nissan prior to February 18, 2021 when, in fact, damage occurred to her Nissan from the December 2020 Accident; and (iv) failed to disclose the December 2020 Accident to Plymouth Rock during the February 19, 2021 call and two February 24, 2021 calls, which accident occurred prior to the inception of her Plymouth Rock automobile insurance policy.

FINAL JUDGMENT is on this 10th day of May 2024, entered in the amount of \$16,000.00 against Defendant Crystal Killion and in favor of Plaintiff. This amount consists of \$10,000.00 in civil penalties for nine (9) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); attorneys’ fees of \$5,000.00 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 shall 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.

Sarah Beth Johnson
Hon. Sarah Beth Johnson, J.S.C.

This motion was:

_____ Opposed

 x _____ Unopposed

This motion was unopposed. Having reviewed the motion papers, I find that movant is entitled to the relief sought under Court Rules 4:43-1, 4:43-2, 4:42-9, and the New Jersey Fraud Prevention Act, N.J.S.A. 17:33A-1, et seq. The requested relief is granted essentially for the reasons set forth in the motion papers.