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DJ-72876-24

FILED

JUN 20 2024

Hon. Bina K. Desai, J.S.C.

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SUPERIOR COURT OF NEW JERSEY
SPECIAL CIVIL PART - MIDDLESEX COUNTY
DOCKET NO. MID-DC-006277-24

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

Plaintiff,

v.

SHAYLA WILLIAMS,

Defendant.

Civil Action

**ORDER FOR FINAL JUDGMENT BY
DEFAULT**

**SPECIAL CIVIL PART: STATUTORY
PENALTIES**

AMOUNT IN CONTROVERSY: \$8,600.00

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 on a motion for final judgment by default; and

Defendant, Shayla 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 violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act") by (i) on an application for an automobile insurance policy, concealing and/or knowingly failing to disclose to an insurance company that her insured vehicle had been damaged one day prior to the date of her policy application and the issuance of her policy, in violation of N.J.S.A. 17:33A-4(a)(3)(a) and -4(a)(3)(b), and (ii) on a telephone call with the insurance company in support of her claim for damage caused to her insured vehicle, falsely representing to the insurance company that the damage occurred to her vehicle after the date of her policy application and the issuance of her policy when, in fact, the damage occurred one day prior to the date of her policy application and the issuance of her policy, in violation of N.J.S.A. 17:33A-4(a)(1).

Specifically, Defendant (i) on her application ("Application") for an automobile insurance policy ("Policy") with Bristol West ("Bristol") on September 2, 2021, concealed and/or knowingly failed to disclose to Bristol that her insured 2010 Lexus IS 250 ("Lexus") was damaged from Tropical Storm Ida ("Storm") one day prior to her Application and the issuance of her Policy, in violation of N.J.S.A. 17:33A-4(a)(3)(a) and -4(a)(3)(b), and (ii)

during a telephone call with Bristol on September 3, 2021 in support of her claim for damage to her Lexus from the Storm, falsely represented to Bristol that the Storm occurred on September 2, 2021, after her Application and the issuance of her Policy on September 2, 2021 when, in fact, the Storm occurred on September 1, 2021, one day prior to her Application and the inception of her Policy, and thus the damage to her Lexus from the Storm occurred on September 1, 2021, in violation of N.J.S.A. 17:33A-4(a)(1); and

FINAL JUDGMENT is on this 20th day of June 2024, entered in the amount of \$8,600.00 against Defendant, Shayla Williams, and in favor of Plaintiff. This amount consists of \$5,000.00 in civil penalties for two (two) violations of the Fraud Act, N.J.S.A. 17:33A-5(b); attorneys' fees of \$2,600.00 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.

Bina K Desai

This motion was:

Hon. Bina K. Desai, J.S.C.

 Opposed X Unopposed

"Having reviewed the above motion, I find it to be meritorious on its face and is unopposed. Pursuant to R.1:6-2, it therefore will be granted essentially for the reasons set forth in the moving papers."