

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) when adding comprehensive and collision coverages to his automobile insurance policy during a telephone call with an insurance company, concealing and/or knowingly failing to disclose to the insurance company that his insured vehicle was damaged in an automobile accident approximately one month prior to adding the coverages, so that the prior damage would be covered, in violation of N.J.S.A. 17:33A-4(a)(3)(a) and -4(a)(3)(b); (ii) when making a claim for damage to his insured vehicle that was caused by an automobile accident, falsely representing to the insurance company that the damage occurred the evening before he made the claim when, in fact, the damage occurred at least four months prior to him making the claim, and concealing and/or knowingly failing to disclose the prior damage to his vehicle to the insurance company when making the claim, in violation of N.J.S.A. 17:33A-4(a)(1), -4(a)(3)(a) and -4(a)(3)(b); (iii) submitting a motor vehicle accident report to the insurance company that he completed himself in support of his damage claim, falsely representing that the damage to his vehicle from an accident that he alleged occurred the evening before he made his accident claim when, in fact, the damage occurred from an accident at least four months prior to the claim, in violation of N.J.S.A. 17:33A-4(a)(1) and - 4(a)(2); (iv) when submitting photographs to the insurance company of the purported damage to his vehicle

in support of his damage claim, falsely representing the date the damage occurred, in violation of N.J.S.A. 17:33A-4(a)(1) and -4(a)(2); and (v) during a telephone call with the insurance company in support of his damage claim, falsely representing the date that the damage to his insured vehicle occurred, in violation of N.J.S.A. 17:33A-4(a)(1).

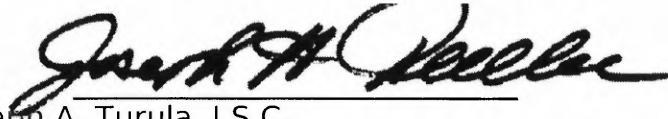
Specifically, Defendant, in connection with a claim for payment pursuant to an automobile insurance policy ("Policy") that insured his 2004 BMW 325 ("BMW") issued to Defendant by Metromile Insurance Services, LLC, and underwritten by Integon National Insurance Company ("Metromile"), (i) called Metromile on March 27, 2020 ("March 2020 Call") to add comprehensive and collision coverages to his Policy for the BMW, during which call Defendant concealed and/or knowingly failed to disclose to Metromile that the BMW had been damaged at least as early as February 11, 2020, approximately one month prior to the March 2020 Call, in order to obtain coverage for that damage, in violation of N.J.S.A. 17:33A-4(a)(3)(a) and -4(a)(3)(b); (ii) called Metromile on June 21, 2020 ("June 2020 Call") to make a claim for damage that had allegedly occurred to the BMW in a hit-and-run accident ("Claim"), falsely representing to Metromile that the damage occurred after midnight on June 21, 2020 when, in fact, the damage occurred at least as early as February 11, 2020, and concealed and/or knowingly failed to disclose to Metromile on the June 2020 Call that the alleged damage occurred several months prior to the date of his Claim and approximately one month prior to him adding comprehensive and collision coverages to his Policy, in violation of N.J.S.A.

17:33A-4(a)(1), -4(a)(3)(a), and -4(a)(3)(b); (iii) falsely represented to Metromile in writing when he e-mailed photographs to Metromile of the damage to his BMW in support of the Claim that the damage to his BMW occurred on June 21, 2020 when, in fact, the damage occurred at least as early as February 11, 2020, in violation of N.J.S.A. 17:33A-4(a)(1) and -4(a)(2); (iv) falsely represented to Metromile in writing on an accident report that he completed himself and submitted to Metromile that the damage to his BMW occurred on June 21, 2020 when, in fact, the damage to the BMW occurred at least as early as February 11, 2020, in violation of N.J.S.A. 17:33A-4(a)(1) and -4(a)(2); and (v) when Metromile called Defendant on July 1, 2020 concerning his Claim ("July 2020 Call"), falsely represented to Metromile on the July 2020 Call that the damage to his BMW occurred on June 20 or 21, 2020 and that the BMW had not been damaged prior to June 20 or 21, 2020 when, in fact, the damage to the BMW occurred at least as early as February 11, 2020, in violation of N.J.S.A. 17:33A-4(a)(1).

FINAL JUDGMENT is on this ^{27th} day of September 2024, entered in the amount of \$16,537.00 against Defendant, Gregory Gonzalez, and in favor of Plaintiff. This amount consists of \$12,500.00 in civil penalties for five (5) violations of the Fraud Act; attorneys' fees of \$2,958.00 pursuant to N.J.S.A. 17:33A-5(b); cost of service in the amount of \$79.00 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.

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.



Hon. Joseph A. Turula, J.S.C.

This motion was:

 Opposed

 X Unopposed

Motion granted pursuant to N.J.S.A. 17:33A-5.

This Order has been uploaded by the Court to the eCourts case jacket. Counsel for the moving party shall serve a copy of this Order on any party who did not receive an electronic notice of this filing within 7 days of the date of this Order.