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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – MONMOUTH COUNTY
DOCKET NO. MON-L-004189-24

JUSTIN ZIMMERMAN, COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF BANKING & INSURANCE, Plaintiff, v. ROBERT KNOLL, EDDY DUROCHEL, DANIELLE ROBERGEAU, CURLENE KNOLL, and WINSTON WHITE, Defendants.	**Civil Action** **ORDER**

THIS MATTER HAVING BEEN opened to the Court on the application of Matthew J. Platkin, Attorney General of New Jersey, (by Sean Healy, Deputy Attorney General, appearing), attorney for Plaintiff, Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance on a motion for final judgment by default; and the Court having considered the papers submitted in support of the motion, and any opposition thereto, and for good cause shown,

IT IS on this 25TH day of NOVEMBER 2025, **ORDERED** that Plaintiff's motion for entry of Final Judgment by Default is hereby **GRANTED**; and it is further

ORDERED that default judgment is hereby entered against Defendants Robert Knoll, Danielle Robergeau and Curlene Knoll, as follows:

1. Robert Knoll is assessed $115,000 in civil penalties under N.J.S.A. 17:33A-5(b).
2. Danielle Robergeau is assessed $35,000 in civil penalties under N.J.S.A. 17:33A-5(b).
3. Curlene Knoll is assessed $55,000 in civil penalties under N.J.S.A. 17:33A-5(b).
4. Attorneys' fees of $20,000.00 are Ordered against Defendants, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b).
5. Costs of service in the amount of $161.20 are Ordered against Robert Knoll, pursuant to N.J.S.A. 17:33A-5.1.
6. Costs of service in the amount of $161.20 are Ordered against Danielle Robergeau, pursuant to N.J.S.A. 17:33A-5.1.
7. Costs of service in the amount of $86.20 are Ordered against Curlene Knoll, pursuant to N.J.S.A. 17:33A-5.1.
8. The statutory fraud surcharge of $1,000.00 is Ordered against all Defendants individually; and it is further

ORDERED that pursuant to N.J.S.A. 39:6A-15, Defendants Robert Knoll's and Danielle Robergeau's driving privileges shall be suspended for a period of one year from the date of this judgment; and it is further

ORDERED that the filing of this Order onto eCourts shall constitute service upon all counsel of record. Pursuant to Rule 1:5-1(a), a copy of this Order shall be served on all parties

not served electronically, nor served personally in Court on this date, by the Movant within seven (7) days of the date of this Order.

The Motion is hereby **GRANTED** for the reasons set forth in the attached Rider.

/s/ Kathleen A. Sheedy
Hon. Kathleen A. Sheedy, J.S.C.

☐ Opposed

☒ Unopposed

Statement of Reasons Under *R.* 1:6-2(f)

Re:	Zimmerman v. Knoll
Docket No.:	MON-L-4189-24
Motion Type:	Motion to Enter Judgment
Return Date:	October 24, 2025

This matter comes before the Court by way of Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff", the "Commissioner")'s Motion to Enter Default Judgment as to three defendants. The Motion is unopposed.

Facts

This case arises out of Plaintiff's claim of violations of the Fraud Act, N.J.S.A. 17:33A-1, *et seq.* (the "Fraud Act") in connection with a series of automobile insurance applications, renewals, and policy changes by the Defendants.

Legal Argument

Plaintiff's Argument in Support of the Motion to Enter Default Judgment

I. Default Judgment is Warranted Because Defendants Failed to Answer and Default Was Entered

Plaintiff seeks entry of default judgment against the Defendants under Rule 6:6-3(c), which provides that once default has been entered against a defendant, and as long as the defendants are not a minor or an incapacitated person, a plaintiff can request the Court to enter a judgment against the defendant.

This action was commenced on December 11, 2024. That same day, Defendant Robert Knoll was served with the Summons and a copy of the Complaint and failed to answer within the prescribed time. Defendant Danielle Robergeau was served with the Summons and a Copy of the Complaint on December 17, 2024, and failed to answer within the prescribed time. Defendant Curlene Knoll was also served the same day as Ms. Robergeau and also failed to answer within the prescribed time. Default was entered against all three defendants. As such, default judgment is appropriate.

II. Defendants Violated the Fraud Act

Plaintiff seeks default judgment against the Defendants for violations of the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(3); N.J.S.A. 17:33A-4(a)(4)(a) and –4(a)(4)(b); and N.J.S.A. 17:33A-4(b) and -4(c). The Fraud Act was enacted to "confront aggressively the problem of insurance fraud in New Jersey." N.J.S.A. 17:33A-2.

It is a violation of the Fraud Act to present or cause to be presented any written or oral statement as part of, or in support of, a claim for payment or other benefit pursuant to an

insurance policy, knowing that the statement contains any false or misleading information concerning any fact or thing material to the claim. N.J.S.A. 17:33A-4(a)(1). A person violates the Fraud Act if he conceals or knowingly fails to disclose the occurrence of an event which affects any person's initial or continued right or entitlement to (a) any insurance benefit or payment or (b) the amount of any benefit or payment to which the person is entitled. N.J.S.A. 17:33A-4(a)(3). A person violates the Fraud Act if he prepares or makes any written or oral statement, intended to be presented to any insurance company or producer for the purpose of obtaining a motor vehicle insurance policy, that the person to be insured maintains a principal residence in this State when, in fact, that person's principal residence is in a state other than this State. N.J.S.A. 17:33A-4(a)(4)(a). It is a violation of the Fraud Act to make any written or oral statement, intended to be presented to any insurance company or producer for the purpose of obtaining an insurance policy, knowing that the statement contains any false or misleading information concerning any fact or thing material to an insurance application or contract. N.J.S.A. 17:33A-4(a)(4)(b). A person violates the Fraud Act if he knowingly assists, conspires with, or urges any person or practitioner to violate any provisions of the Act. N.J.S.A. 17:33A-4(b). A person violates the Fraud Act if, due to the assistance, conspiracy, or urging of any person, he knowingly benefits, directly or indirectly, from the proceeds derived from a violation of this Act. N.J.S.A. 17:33A-4(c).

A. Defendant Robert Knoll's Violations of the Fraud Act

Here, Plaintiff brings suit against Defendant Robert Knoll ("Mr. Knoll") for 11 violations of the Fraud Act for making false and misleading statements in support of insurance applications and an insurance claim. Plaintiff distinguishes the violations by Mr. Knoll as application fraud and claims fraud.

1. Application Fraud

Defendant Mr. Knoll applied and/or renewed insurance policies with High Point in August 2017 and September 2018 for a 2013 Chevrolet Tahoe; with Progressive in September 2018 for a Honda; with Progressive in 2018 for a 2004 Lincoln, in October 2018 for a policy change with Progressive for his 2005 Lincoln; with GEICO in November 2018 for his 2006 Chevrolet, 2004 Lincoln, and 2005 Lincoln; with Progressive in July 2019 for his 2006 Chevrolet; with Progressive in June 2020 for his 2006 Chevrolet.

In each application, Defendant Mr. Knoll violated N.J.S.A. 17:33A-4(a)(4)(a), which prohibits lying in an insurance application about the state in which the applicant lives. Specifically, he claimed he lived at the New Jersey address when he actually lived in Brooklyn, New York.

Had High Point, Progressive, and GEICO known Mr. Knoll actually lived in Brooklyn, High Point would have charged a higher premium amount, or, at a minimum, it would not have issued a New Jersey policy to someone living in Brooklyn. The laws controlling auto insurance policies

vary from state to state. Thus, Mr. Knoll made false, material statements in these applications and/or renewals in violation of N.J.S.A. 17:33A-4(a)(4)(a).

Further, Mr. Knoll lied about where he garaged his vehicles, stating that he garaged them in in New Jersey and that he owned them thereby violating N.J.S.A. 17:33A-4(a)(4)(b). Specifically, the 2013 Tahoe was owned by co-defendant Ms. Knoll. The Honda was owned by co-defendant Ms. Robergeau. The other vehicles were owned by Mr. Knoll, though he made misrepresentations as to his residence and their garaging location in violation of N.J.S.A. 17:33A-4(a)(4)(a). He resided in Brooklyn, New York and garaged each of his cars there – not in New Jersey.

Had the insurance carriers known this information, they would have charged a higher premium or, at a minimum, they would not have issued a New Jersey policy to someone garaging their vehicle in Brooklyn. Moreover, the insurance carriers would not have issued an insurance policy to Mr. Knoll for vehicles he did not own had he disclosed he was not the owner. This is known as an "insurable interest" and one must have an insurable interest in order to insure something. LeFelt v. Nasarow, 71 N.J. Super. 538 (App. Div. 1962).

Lastly, as a result of his misrepresentations, Mr. Knoll also violated N.J.S.A. 17:33A-4(a)(3), which prohibits concealing material facts from insurance companies. Specificially, Mr. Knoll violated this provision by concealing the fact that he did not own the 2013 Tahoe nor the Honda, that he did not live in New Jersey, nor did he garage the 2013 Tahoe, the Honda, the 2004 Lincoln, the 2005 Lincoln, or the 2006 Chevrolet in New Jersey. Thus, Mr. Knoll concealed material facts from High Point, Progressive, and GEICO, all of whom are insurance carriers. Those facts, if known to the carriers, would have affected the cost of the insurance policy, if he was even able to obtain one at all. See LeFelt, 71 N.J. Super. at 538.

Thus, the Court should find that through his auto insurance applications and renewals, Mr. Knoll committed ten violations of the Fraud Act. Specifically, he violated N.J.S.A. 17:33A-4(a)(3), N.J.S.A. 17:33A-4(a)(4)(a), and N.J.S.A. 17:33A-4(a)(4)(b) in making false representations as to where he resided, where he garaged the subject vehicles, and in some instances, whether he was the owner of such vehicles.

2. Claim Fraud

Defendant Mr. Knoll also violated N.J.S.A. 17:33A-4(a)(1), which prohibits false material statements in support of an insurance claim. Specifically, Mr. Knoll filed an insurance claim with High Point/Plymouth Rock as a result of an automobile accident in New York. In support of his claim, he represented that he resided at a New Jersey address, when in fact, he resided in Brooklyn, New York. Again, had High Point known the truth – that Mr. Knoll lied in both his application and his claim that he did not live nor garage the vehicle at the New Jersey address, but rather resided and garaged the vehicle in Brooklyn, NY – it would have caused High Point to deny the claim. Thus, Mr. Knoll made a false material statement to High Point/Plymouth Rock, in violation of N.J.S.A. 17:33A-4(a)(1).

Mr. Knoll also violated N.J.S.A. 17:33A-4(a)(3) through this claim as he concealed his true residence and garaging location. Thus, the Court should find that through Mr. Knoll's October 25, 2018 insurance claim to High Point/Plymouth Rock, Mr. Knoll committed an eleventh violation of the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(1) and N.J.S.A. 17:33A-4(a)(3).

B. Danielle Robergeau's Violations of the Fraud Act

1. Application Fraud

Ms. Robergeau violated N.J.S.A. 17:33-4(a)(4)(a) and N.J.S.A. 17:33A-4(a)(4)(b) through her March 22, 2020 insurance application to Progressive, seeking to insurance the Nissan owned by Durochel. The application was false because Ms. Robergeau resided and garaged the Nissan in Brooklyn, NY and not at the New Jersey address, and did not even own Durochel's 2011 Lincoln

If Progressive knew the truth, that Ms. Robergeau did not own the Nissan, and did not live or garage the vehicle at the New Jersey address, Progressive would have either not issued a policy to Ms. Robergeau, not issued a New Jersey policy, or charged a higher premium amount. Furhter, Progressive would not have issued an insurance policy to Ms. Robergeau for a vehicle she did not own had she disclosed that fact. LeFelt, *supra* 71 N.J. Super. at 538. As a result, Ms. Robergeau made false, material statements to Progressive in support of her March 22, 2020 insurance application to Progressive, in violation of the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(4)(a), N.J.S.A. 17:33A-4(a)(4)(b), and N.J.S.A. 17:33A-4(a)(3).

Further, Ms. Robergeau violated N.J.S.A. 17:33A-4(a)(3) through her April 15, 2020 Policy Amendment with Progressive. She added Durochel's 2011 Lincoln, a car she did not even own. In making this amendment, she not only did not disclose she was not the owner, but she also failed to disclose that she did not reside at nor garage the 2011 Lincoln at the New Jersey address. Had Progressive known the truth, Progressive would not have issued Ms. Robergeau an insurance policy for a vehicle she did not own. Thus, the Court should find a second violation of the Fraud Act through the Policy Amendment application. See N.J.S.A. 17:33A-4(a)(3).

2. Claim Fraud

Ms. Robergeau also violated N.J.S.A. 17:33A-4(a)(1), which prohibits false material statements in support of insurance claims. Specifically, while speaking with Progressive representatives in support of an insurance claim, Ms. Robergeau falsely stated that she resided and garaged her vehicle at the New Jersey address. She also failed to disclose that she did not own the subject 2011 Lincoln. Durochel, the true owner, even took over the phone call on multiple occasions. Both he and Ms. Robergeau were combative with the Progressive representatives, refusing to answer basic questions about the New Jersey address.

Had Progressive known the truth, that Ms. Robergeau lied in her application and claim and did not live or garage the vehicle at the New Jersey address, but in Brooklyn, NY and did not own the vehicle she insured, it would have caused Progressive to deny the claim. Thus, the Court

should find that through her May 11, 2020 insurance claim to Progressive, Ms. Robergeau committed a third violation of the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(1) and concealing material information in violation of N.J.S.A. 17:33A-4(a)(3).

C. Curlene Knoll ("Ms. Knoll")'s Violations of the Fraud Act

By way of background, on March 3, 2015, Ms. Knoll completed and submitted an application on behalf of herself to GEICO for a New Jersey automobile insurance policy for the Traverse and listed the New Jersey address as the residence and garaging location for her vehicle. The Commissioner is not seeking a violation related to this application because it predated when Mr. Knoll lost possession of the house. Thus, it is plausible that Ms. Knoll did use the New Jersey address at that date.

1. GEICO Renewals

On dates after Mr. Knoll lost possession of the New Jersey address, Ms. Knoll renewed the GEICO policy on September 21, 2018, March 21, 2019, September 21, 2019, March 21, 2020, and September 21, 2020. During each renewal, Ms. Knoll failed to disclose that she neither resided nor garaged her vehicles at the New Jersey address.

In fact, at all relevant times, Ms. Knoll and White actually lived and garaged their vehicles in Brooklyn, NY. Like with Mr. Knoll and Ms. Robergeau, had GEICO known that Ms. Knoll and White actually lived and garaged the vehicles in Brooklyn, NY – not New Jersey – GEICO would not have issued a New Jersey policy and would have charged more for an address in Brooklyn, versus Keansburg, New Jersey.

By renewing her insurance policy on those five dates and failing to reveal to GEICO that she did not live or garage her and White's vehicles at the New Jersey address,

Ms. Knoll committed five violations of the Fraud Act, specifically N.J.S.A. 17:33A-4(a)(3).

III. Conspiracy

All three Defendants conspired to misrepresent their residence and garaging location of their respective vehicles as Keansburg, New Jersey when in fact all Defendants resided in and garaged their respective vehicles in Brooklyn, New York. The fact that all of them used the same New Jersey address despite none of them living there is no coincidence. It is more likely than not that the Defendants knew each other and discussed using the New Jersey address for their auto insurance despite not residing there.

Each Defendant violated N.J.S.A. 17:33A-4(b), by knowingly assisting or conspiring with each other to misrepresent their residential and the garaging location of the vehicles listed in their respective auto insurance applications. Each Defendant listed the same false New Jersey

address on their insurance applications and claims after coordinating amongst themselves, in violation of N.J.S.A. 17:33A-4(b).

Moreover, each Defendant violated N.J.S.A. 17:33A-4(c) by conspiring amongst themselves to obtain lower insurance rates by using this New Jersey address as their primary address and garaging location for their respective vehicles, despite living in Brooklyn, NY.

Thus, the Court should find that each Defendant violated the Fraud Act by conspiracy, specifically violating N.J.S.A. 17:33A-4(b) and N.J.S.A. 17:33A-4(c). This marks a twelfth violation for Mr. Knoll, a fourth violation for Ms. Robergeau, and a sixth violation for Ms. Knoll.

IV. Because Defendants Violated the Fraud Act, Statutory Penalties are Authorize

A. Civil Penalties Under the Act

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). Each false statement is a separate Fraud Act violation. See Merin v. Maglaki, 126 N.J. 430, 435 (1992).

To determine the appropriate penalty amount, the Court should use the factors set forth in Kimmelman v. Henkels & McCoy, Inc., 108 N.J. 123 (1987) (the "Kimmelman factors"). Those factors are: (1) the good or bad faith of the defendant; (2) the defendant's ability to pay; (3) the amount of profits likely to be obtained from the illegal activity; (4) injury to the public; (5) duration of the conspiracy; (6) existence of a criminal or treble damages action; and (7) past violations.

1. Good or Bad Faith of the Defendants

Here, Defendants acted in bad faith because they engaged in a calculated scheme to deceive insurance companies. They made numerous and repeated lies to multiple different insurance companies, over a long time, and must have felt no remorse. That was a one-off- lapse in judgment, it was a knowing, calculated, and brazen fraud.

The Defendants' conduct shows that they have no fidelity to the law and the truth. The Commissioner's staff had to go to great lengths to piece together, uncover, and prove this fraud. Defendants could not even be bothered to respond. They likely have engaged in many similar frauds before, during, and after the dates at issue. They likely have used other false addresses and other fraudulent schemes, such as accident staging. This is pretty much a criminal enterprise. This merits a higher penalty.

2. Defendants' Ability to Pay

Defendants' ability to pay is unknown because they did not respond to this action.

3. Profits from the Fraud

Defendnats garnered both actual and potential profits from their misrepresentations to the insurance carriers. Specifically, they obtained lower insurance premiums and New Jersey insurance policies, both of which they were not entitled to.

Additionally, Defendants submitted insurance claims knowing their claims contained false information, and if granted, would have resulted in fraudulently obtained funds from their insurance carriers. This suggests that a larger penalty is appropriate.

4. Injury to the Public

Defendants' violation of the Fraud Act constitutes an injury to the public because they attempted to obtain insurance benefits to which they were not entitled. To reiterate, the Fraud Act is a remedial measure whose objective is to "confront aggressively the problem of insurance fraud in New Jersey by facilitating the detection of insurance fraud in New Jersey by facilitating the detection of insurance fraud, eliminating the occurrence of such fraud through the development of fraud prevention programs, requiring the restitution of fraudulently obtained insurance benefits, and reducing the amount of premium dollars used to pay fraudulent claims." N.J.S.A. 17:33A-2.

The Defendants' false misrepresentations caused insurance carriers and the State to expend investigative resources to uncover the fraud. This all causes premium rates to rise, forcing honest policyholders to essentially pay for the bad acts of dishonest actors. There is a strong public policy in New Jersey to deter insurance fraud, which harms the citizens of this State in the form of higher premiums. Selective Ins. Co. of America v. Hudson East Pain Mgmt., 416 N.J. Super. 418, 432 (App. Div. 2010) ("To be sure, our State has a strong public interest in deterring insurance fraud. The State's high insurance rates are, in part, the result of fraudulent claims and practices."). This weighs in favor of a greater penalty against each Defendant.

5. Duration of the Conspiracy

Defendants engaged in a conspiracy to defraud multiple insurance carriers over the course of several years. Over this period, Defendants submitted multiple false applications, renewals, and claims to multiple insurance companies misrepresenting their addresses, garaging locations, and ownership of the vehicles at issue. The significant duration of the violations and conspiracy weighs in favor of a greater penalty.

6. Existence of Criminal or Treble Damages Action

The Defendants have not been criminally charged with insurance fraud for the same conduct as alleged in this case. This supports a higher civil penalty.

7. Past Violations

To the best of Plaintiff's knowledge, there are no past violations of the Fraud Act by Defendants. This supports a lower penalty.

B. Penalty Amount Sought

Upon weighing the Kimmelman factors as set forth above, Plaintiff seeks the following penalties.

Plaintiff has established by a preponderance of the evidence that Mr. Knoll committed 12 violations of the Fraud Act. The maximum penalty would be $165,000.00 ($5,000 for the first violation, $10,000 for the second, and $15,000 for all others). N.J.S.A. 17:33A-5(b). Plaintiff, however, seeks only $115,000.00 in civil penalties ($5,000 for the first violation, $10,000 for all others).

Similarly, Plaintiff has established by a preponderance of the evidence that Ms. Robergeau committed four violations for the Fraud Act. The maximum penalty would be $45,000 ($5,000 for the first violation, $10,000 for the second, and $15,000 for all others). N.J.S.A. 17:33A-5(b). Plaintiff, however, only seeks $35,000.00 in civil penalties against Ms. Robergeau ($5,000.00 for the first violation and $10,000 for all others).

Lastly, Plaintiff has established by a preponderance of the evidence that Ms. Knoll committed six violations of the Fraud Act. The maximum penalty would be $75,000.00 ($5,000 for the first violation, $10,000 for the second, and $15,000 for all others). N.J.S.A. 17:33A-5(b). Plaintiff, however, only seeks $115,000.00 in civil penalties against Ms. Knoll ($5,000 for the first violation and $10,000 for all others).

C. Attorney's Fees

Pursuant to N.J.S.A. 17:33A-5(b), Plaintiff is also entitled to an award of reasonable attorneys' fees. When determining an award of attorneys' fees, the Court must determine the "lodestar" which is the "number of hours reasonably expended multiplied by a reasonable hourly rate." Rendine v. Pantzer, 141 N.J. 282, 334-35 (1995).

In determining whether hourly rates are reasonable, the Court should consider "the prevailing market rates in the relevant community" by assessing the "experience and skill of the prevailing party's attorneys and compare their rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation." Id. at 337. The amount recovered by Plaintiff does "not require proportionality between . . . recoveries and counsel-fee awards." Id. at 336 (citing City of Riverside v. Rivera, 477 U.S. 561, 574 (1986)).

Further, pursuant to RPC 1.5(a), "[a] lawyer's fee shall be reasonable." The factors to be considered by the Court are set forth under RPC 1.5(a) and are applied here as follows.

With regard to the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly, the attorneys involved spent

significant time in prosecuting this case. The questions involved concerned Fraud Act issues and the attorneys involved had the skills requisite to perform properly the legal services provided.

RPC Factor 1.5(a)(2), the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer – does not apply to this case.

With respect to RPC 1.5(a)(3), the fee customarily charged in the locality for similar legal services, here, the fees charged are comparable to those customarily charged in this locality for similar legal services.

Turning to RPC 1.5(a)(4), the amount involved and the results obtained, Plaintiff is seeking a reasonable amount of attorneys' fees based on the work performed. Plaintiff prevailed in this motion for final judgment by default as the Court finds that the Defendants are liable for violating the Fraud Act.

As to RPC 1.5(a)(5), the time limitations imposed by the client or the circumstances, and RPC 1.5(a)(6), the nature and length of the professional relationship with the client, neither of these factors apply here.

With regard to RPC 1.5(a)(7), the experience, reputation, and ability of the lawyer(s) performing the service, here, each of the lawyers involved in this case have many years of legal experience and are skilled lawyers representing a state agency.

Lastly, with regard to RPC 1.5(a)(8), whether the fee is fixed or contingent, here, the fees allocated for the services of each attorney are fixed by the New Jersey Department of Law and Public Safety, Division of Law ("DOL") as explained in the certification of Sean Healy. Accordingly, Plaintiff could seek an award of $41,234.50 in attorneys' fees. Plaintiff, however, only seeks $20,000.00 in reasonable attorneys' fees under N.J.S.A. 17:33A-5(b).

D. Statutory Fraud Surcharge

Pursuant to N.J.S.A. 17:33A-5.1, in addition to any other penalty imposed for a violation of the Fraud Act, a person who is found in any legal proceeding to have committed insurance fraud shall be subject to a statutory fraud surcharge of $1,000.00. Therefore, since Defendants violated the Fraud Act, Plaintiff seeks an order of $1,000.00 in statutory fraud surcharges against each Defendant pursuant to N.J.S.A. 17:33A-5.1, in addition to the civil penalty imposed pursuant to N.J.S.A. 17:33A-5(b).

E. License Suspension

In addition to any other penalties imposed by law, any person who is found by a court of competent jurisdiction to have violated a provision of the Fraud Act arising out of automobile insurance fraud based on a claim for damages arising out of a motor vehicle accident shall not operate a motor vehicle for a period of one year from the date of judgment. N.J.S.A. 39:6A-15. Defendants Mr. Knoll and Ms. Robergeau committed Fraud Act violations relating to fraudulent

claims for damages arising from motor vehicle accidents. Accordingly, it is respectfully submitted that Defendant Mr. Knoll and Defendant Ms. Robergeau's driving privileges be suspended for a period of one year, pursuant to the statute.

F. Costs of Service

In addition to attorney's fees, the Fraud Act also provides for court costs pursuant to N.J.S.A. 17:33A-5(b). Plaintiff seeks reimbursement of costs of service of the Complaint and Summons in the amount of $408.60 ($161.20 for Mr. Knoll, $161.20 for Ms. Robergeau, and $86.20 for Ms. Knoll).

Pursuant to R. 4:43-2, Plaintiff respectfully requests that default judgment be entered against Defendants and in favor of the Plaintiff, the Commissioner. Specifically, Plaintiff seeks the following:

a. A finding by the Court that Mr. Knoll is assessed $115,000.00 in civil penalties under N.J.S.A. 17:33A-5(b);
b. A finding by the Court that Ms. Robergeau is assessed $35,000 in civil penalties under N.J.S.A. 17:33A-5(b);
c. A finding by the Court that Ms. Knoll is assessed $55,000 in civil penalties under N.J.S.A. 17:33A-5(b);
d. An assessment of attorneys' fees of $20,000.00 against Defendants, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b);
e. An assessment of costs of service in the amount of $161.20 against Defendant Mr. Knoll pursuant to N.J.S.A. 17:33A-5.1;
f. An assessment of costs of service in the amount of $161.20 against Defendant Ms. Robergeau pursuant to N.J.S.A. 17:33A-5.1;
g. An assessment of costs of service in the amount of $86.20 against Defendant Ms. Knoll pursuant to N.J.S.A. 17:33A-5.1; and
h. Driver's license suspension for one year against Mr. Knoll and Ms. Robergeau, pursuant to N.J.S.A. 39:6A-15.

Legal Standard
Default Judgment

R. 4:43-2 pertains to a motion to enter default judgment and directs that:

> "[a]fter a default has been entered in accordance with R. 4:43-1, except as otherwise provided by R. 4:64 (foreclosures), **but not simultaneously therewith**, a final judgment may be entered in the action."

For reasons of fundamental fairness, R. 4:43-1 requires the attorney obtaining entry of default to serve upon the defendant a copy of the entry of default by ordinary mail. Service must be made promptly upon entry of default. The purpose of this notice requirement is to preclude late objections by the defendant that it lacked knowledge of the proceeding for entry of default and

default judgment. PRESSLER, Current N.J. Court Rules Comment R. 4:43-1 (GANN). Additionally, where a party seeks an entry of default judgment, the moving party, within 20 days before the entry of judgment or final order, shall file in the court an affidavit setting forth facts showing that the defendant is not in military service. N.J. Stat. § 38:23C-4.

Rule 4:43-1 states that if a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules or court order, or if the answer has been stricken with prejudice, the clerk shall enter a default on the docket as to such party. R. 4:43-1. Rule 4:43-2 states that after a default has been entered, a final judgment may be entered by the Court upon motion by the party entitled to judgment. The plaintiff, by way of affidavit, shall specify before the Court the description of the property and the amount due, plus interest and costs, owed to Plaintiff. See Rule 4:43-2.

Conclusion

This matter comes before the Court by way of Plaintiff Justin Zimmerman, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff", the "Commissioner")'s Motion to Enter Default Judgment as to three defendants. The Motion is unopposed.

Rule 4:43-1 states that if a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules or court order, or if the answer has been stricken with prejudice, the clerk shall enter a default on the docket as to such party. R. 4:43-1. Rule 4:43-2 states that after a default has been entered, a final judgment may be entered by the Court upon motion by the party entitled to judgment. The plaintiff, by way of affidavit, shall specify before the Court the description of the property and the amount due, plus interest and costs, owed to Plaintiff. See Rule 4:43-2.

Here, Plaintiff seeks entry of Default Judgment against Defendants Robert Knoll, Danielle Robergeau, and Curlene Knoll as default was entered against each of these Defendants and has not been vacated. At the outset, Defendant Mr. Knoll and/or his family owned a property in Keansburg (the "Keansburg address") that was sold in March 2018 in a sheriff's sale to a bank and was purchased by an individual from the bank on May 15, 2018. The purchasing party has no connection to Mr. Knoll or his family. Mr. Knoll, Ms. Robergeau, and Ms. Knoll, however, continued to use the Keansburg address to obtain insurance to claim they resided in New Jersey and garaged their vehicles in New Jersey.

Prior to the filing of this Motion, default was entered against each of the Defendants pursuant to R. 4:43-1. In support of the amount sought, Plaintiff submits the Certification of Civil Investigator, Jennifer Milano, who confirms that none of the Defendants resided in New Jersey but obtained auto insurance policies in New Jersey. Moreover, Investigator Milano certifies that none of the vehicles were kept in New Jersey. Investigator Milano further certifies that none of the Defendants resided in New Jersey or at the Keansburg address, but rather resided in Brooklyn, New York. In her experience, she certifies that had High Point, Progressive, or GEICO known of these circumstances, they would either not have issued the Defendants a policy or policy

amendment, charged a higher premium, or not issued a New Jersey policy to non-New Jersey residents with vehicles garaged not in New Jersey. Based on this course of conduct, Plaintiff alleges that each of the Defendants violated the Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1, *et seq.*

Investigator Milano also certifies that in connection with their respective claims applications, Defendant Mr. Knoll and Defendant Ms. Robergeau both failed to disclose that they were New York residents and instead claimed to reside at the same New Jersey address they had used on their other applications for auto insurance policies and policy changes. Notably, Investigator Milano stated that Mr. Knoll's claim was denied as the vehicle was not listed on the declarations page at the time of his October 24, 2018 accident. As to Ms. Robergeau, Investigator Milano utilized searches of public information, namely a LexisNexis public records search, which revealed that Mr. Knoll resided at 1014 Park Place Apt. 3A, Brooklyn, NY, and lists Ms. Curlene Knoll as a possible household member, and that Ms. Robergeau resided at 3420 Newkirk Avenue, Apartment 2G in Brooklyn, NY. Ms. Robergeau's claims application was also false for these same reasons.

Plaintiff describes each of the violations of the Insurance Fraud Prevention Act (the "Act") by each of the Defendants. Specifically, Plaintiff alleges that Mr. Knoll engaged in twelve total violations of the Fraud Act, particularly N.J.S.A. 17:33A-4(a)(4)(a), N.J.S.A. 17:33A-4(a)(4)(b), and N.J.S.A. 17:33A-4(a)(3). As already set forth above, Plaintiff alleges that Mr. Knoll violated the Fraud Act by making false material representations to High Point, Progressive, and GEICO regarding where he resides and where he garages his vehicles. In two instances, Plaintiff alleges that Mr. Knoll also violated the Fraud Act by obtaining an insurance policy for two different vehicles he did not own.

As to Ms. Robergeau, Plaintiff alleges the same conduct but on three occasions and in connection with different insurance policy applications, renewals, and/or policy changes. Plaintiff also alleges that Ms. Robergeau, like Mr. Knoll, obtained coverage benefits for an accident she was part of by not disclosing she resided and garaged the subject vehicle in Brooklyn, New York, and instead claiming she resided in New Jersey and garaged the vehicle in New Jersey. Moreover, Ms. Robergeau was not the owner of the subject vehicle. Co-defendant Durochel is.

As to Ms. Knoll, Plaintiff alleges that she engaged in the same conduct but on five occasions, and in connection with different policy applications with GEICO. Specifically, like co-defendants, Ms. Knoll indicated on her application that she resided in New Jersey and garaged the vehicle in New Jersey. Ms. Knoll, however, resided in Brooklyn, New York and was not the owner of the vehicle she obtained insurance for. Co-defendant White is the true owner.

As to all Defendants, Plaintiff alleges that the parties were engaged in a conspiracy to defraud multiple insurance companies by obtaining multiple insurance policies by claiming to reside at the same property in New Jersey and garaging their vehicles at the same property in New Jersey. To reiterate, Mr. Knoll no longer had possession or ownership over the Keansburg address. This is substantiated in part by the fact that two of the vehicles Mr. Knoll obtained insurance coverage for were owned by Ms. Knoll and Ms. Robergeau, respectively and that the co-defendants

are named in each other's policies. Plaintiff contends it is likely that they all knew of their plan to claim to reside and garage their respective vehicles in New Jersey while living in Brooklyn, NY.

Plaintiff asserts that violations of the Act subject the violators 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 offense thereafter. N.J.S.A. 17:33A-5(b). Under the Act, each false statement is a separate violation. See Merin v. Maglaki, 126 N.J. 430, 435 (1992).

To determine the appropriate penalty amount, Plaintiff directs this Court to utilize the factors set forth by our Supreme Court in Kimmelman v. Henkels & McCoy, Inc., 108 N.J. 123 (1987). Those factors are (1) the good or bad faith of the defendant; (2) the defendant's ability to pay; (3) the amount of profits likely to be obtained from the illegal activity; (4) injury to the public; (5) duration of the conspiracy; (6) existence of a criminal or treble damages action; and (7) past violations. Kimmelman, 108 N.J. at 137-39. This case, however, required the Supreme Court to determine the scope and applicability of the civil remedies set forth in N.J.S.A. 56:9-10c for violations of the New Jersey Antitrust Act, N.J.S.A. 56:9-1, *et seq.* See Kimmelman, 108 N.J. at 137 ("Since this is our first decision relating to the calculation of civil penalties under the Antitrust Act, we take this opportunity to delineate some of the factors that courts should consider in setting civil penalties under the [Antitrust] Act.").

Plaintiff brings claims against the Defendants for violations of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1, *et seq.* (the "Act"). This Court is guided by the statutory guidelines set forth under these provisions.

N.J.S.A. 17:33A-5(a) states, in relevant part, that:

> Whenever the Commissioner [Plaintiff] determines that a person has violated any provision of P.L. 1983, c.320 (C.17:33A-1, *et seq.*) the commissioner [Plaintiff] may either:
>
> (1) Bring a civil action in accordance with subsection b. of this section; or
>
> (2) Levy a civil administrative penalty and order restitution in accordance with subsection c. of this section.

Here, the Commissioner has brought a civil action, the remedies are limited to N.J.S.A. 17:33A-5(b). N.J.S.A. 17:33A-5(b) provides that violators of the Insurance Fraud Prevention Act "shall be liable in a civil action brought by the commissioner in a court of competent jurisdiction, for a penalty of **not more than** $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-5(b); see also Merin, 126 N.J. at 440 (emphasis added).

Under the Insurance Fraud Prevention Act, the court is authorized to fix the penalty within a range, invoking the Court's equitable power. State v. Sailor, 355 N.J. Super. 315, 323 (2001). The right to impose such penalties is based upon the distinct legislative intent to aggressively confront insurance fraud. State v. Sailor, 355 N.J. Super. at 323 (citing N.J.S.A. 17:33A-2). This Court also retains the discretion to decline to impose penalties for false statements that are unduly

duplicative or that do not significantly contribute to the authenticity of the claim. Merin, 126 N.J. at 440. Each false statement, however, is treated as a violation under the Fraud Act. See N.J.S.A. 17:33A-4(a)(4); Merin, 126 at 437.

In Merin, the defendant submitted a fraudulent claim to Prudential Insurance Company ("Prudential") an effort to collect $300,000 in accidental-death benefits from two insurance policies on the life of his wife. The defendant falsely claimed that his wife had died in an automobile accident in the Philippines twelve days earlier when, in fact, his wife was still alive. 126 N.J. at 433. In support of this fraudulent claim, the defendant six separate falsified documents, each of which represented that the defendant's wife died in an automobile accident in Manila on June 18, 1986. Id. The commissioner sought civil penalties totaling $30,000, or $5,000.00. Id. Our Supreme Court held that each of these six statements constituted separate violations of the Insurance Fraud Prevention Act. Id. at 440 (holding that a civil penalty may be imposed on the defendant for each of the knowing and material false statements he submitted which significantly enhanced his fraudulent claim).

Here, Plaintiff asserts that Defendant Mr. Knoll committed 12 violations of the Act. While the maximum penalty under the Act would be $165,000 ($5,000 for the first violation, $10,000 for the second, and $15,000 for all others), Plaintiff seeks civil penalties totaling $115,000 in civil penalties ($5,000 for the first violation and $10,000 for the all others). Plaintiff references the following applications and statements made in connection thereto:

- August 3, 2017 High Point Application
- August 3, 2018 High Point Renewal
- September 12, 2018 Progressive Application
- September 12, 2018 Progressive Policy Change
- September 17, 2018 Progressive Policy Change
- October 18, 2018 Progressive Policy Change
- November 7, 2018 Progressive Policy Change
- November 20, 2018 GEICO Application
- July 31, 2019 Progressive Application
- June 15, 2020 Progressive Application
- October 2018 Automobile Accident Claim with High Point/Plymouth Rock

In each of the eleven applications, Mr. Knoll represented that he resided in New Jersey and garaged his vehicle in New Jersey when he actually resided and garaged his vehicles in Brooklyn, New York in violation of N.J.S.A. 17:33A-4(a)(4)(a). Moreover, with respect to the August 3, 2017 Progressive application, Mr. Knoll represented he owned the 2013 Tahoe when it was actually owned by co-defendant, Ms. Knoll. In connection with the September 12, 2018 Progressive application, he falsely represented that he owned the subject Honda when it was actually owned by co-defendant Ms. Robergeau, in violation of N.J.S.A. 17:33A-4(a)(4)(b). As each of these applications is considered a statement, the Court finds that civil penalties shall be imposed for each of the applications.

The twelfth violation of the Insurance Fraud Prevention Act by Mr. Knoll comes from the alleged conspiracy between the co-defendants to misrepresent their residence and garaging location in order to obtain a New Jersey insurance policy. See N.J.S.A. 17:33A-4(b). The Court finds there to be sufficient evidence to support a finding that the Defendants acted in concert to obtain insurance coverage based on their false misrepresentation that they reside in New Jersey at the Keansburg address and garage their vehicles there, despite being Brooklyn, New York residents and garaging their vehicles at their Brooklyn, New York addresses.

The Court finds that the imposition of $115,000 in civil penalties is rationally related to the amount of Mr. Knoll's attempted fraud and the expenses presumed to have been incurred by the State in investigating this behavior. Mr. Knoll's conduct spans several years, several vehicles, and multiple insurance carriers. There can be no doubt that the State expended considerable resources to bring this claim.

As to Ms. Robergeau, Plaintiff indicates that the maximum penalty for Ms. Robergeau would be $45,000 ($5,000 for the first violation, $10,000 for the second, and $15,000 for every subsequent violation). Plaintiff, however, seeks the imposition of $35,000 in civil penalties for each of her four violations of the Act ($5,000 for the first violation, $10,000 for each subsequent violation). Plaintiff alleges that Ms. Robergeau violated the Act in connection with the following three applications and by conspiring with co-defendants Mr. Knoll and Ms. Knoll:

- March 22, 2020 Progressive Application
- April 15, 2020 Progressive Policy Change/Amendment
- Claims Application

Like Mr. Knoll, Ms. Robergeau represented on each of these applications that she resided in New Jersey and garaged her vehicles in New Jersey at the Keansburg address, despite actually living in Brooklyn, New York. Moreover, Ms. Robergeau obtained insurance coverage a vehicle she did not actually own – Mr. Durochel's 2011 Lincoln. Lastly, Ms. Robergeau violated the Act by making false statements about her residence and where she garaged the vehicle, and her ownership of the vehicle in connection with an insurance claim following an automobile accident. As such, Plaintiff alleges that Ms. Robergeau engaged in three violations of the Insurance Fraud Prevention Act, specifically N.J.S.A. 17:33-4(a)(4)(a), N.J.S.A. 17:33-4(a)(4)(b) for making false material statements to obtain insurance coverage, and N.J.S.A. 17:33-4(a)(4)(a)(1) for making false statements in connection with an insurance claim. Ms. Robergeau's fourth violation of the Act comes from the alleged conspiracy between her, Mr. Knoll, and Ms. Knoll. The Court finds there to be sufficient evidence to support a finding that the Defendants acted in concert to obtain insurance coverage based on their false misrepresentation that they reside in New Jersey at the Keansburg address and garage their vehicles there, despite being Brooklyn, New York residents and garaging their vehicles at their Brooklyn, New York addresses.

The Court finds that the $35,000 sought in civil penalties against Ms. Robergeau is rationally related to the amount her attempted fraud and the expenses presumed to have been incurred by the State in investigating this behavior.

Plaintiff alleges that Ms. Knoll has committed six violations of the Insurance Fraud Prevention Act. While the maximum penalty would be $75,000 ($5,000 for the first violation, $10,000 for the second, and $15,000 for each subsequent violation), Plaintiff is seeking $55,000 in civil penalties.

Specifically, Ms. Knoll's first five violations arise from the renewal of the GEICO policy made on September 21, 2018, March 21, 2019, September 21, 2019, March 21, 2020, and September 21, 2020. During each of these renewals, Ms. Knoll did not disclose that she did not reside in nor garage her vehicles at the Keansburg address in New Jersey. In fact, at all relevant times, like her co-defendants, Ms. Knoll resided in Brooklyn, New York and garaged her vehicles there. These five applications each constitute a statement under the Act and contain false material misrepresentations by Ms. Knoll in violation of N.J.S.A. 17:33A-4(a)(4)(a), N.J.S.A. 17:33A-4(a)(4)(b).

Her sixth violation comes from having conspired with Mr. Knoll and Ms. Robergeau to make false, material misrepresentations to obtain auto insurance coverage in violation of N.J.S.A. 17:33A-4(a)(1). The Court finds there to be sufficient evidence to support a finding that the Defendants acted in concert to obtain insurance coverage based on their false misrepresentation that they reside in New Jersey at the Keansburg address and garage their vehicles there, despite living in and garaging the vehicles at their Brooklyn, New York addresses. See N.J.S.A. 17:33A-4(b).

Plaintiff further seeks the imposition of a fraud surcharge pursuant to N.J.S.A. 17:33A-5.1. Specifically, Plaintiff states that under this provision, in addition to any penalty imposed for violations under the Act, a person who is found in any legal proceeding to have committed insurance fraud shall be subject to a statutory fraud surcharge of $1,000.00. Plaintiff seeks imposition of this surcharge against every Defendant.

N.J.S.A. 17:33A-5.1 states, in relevant part:

> In addition to any other penalty, fine or charge imposed pursuant to law, 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. [. . .]The amount of any surcharge under this section shall be payable to the Treasurer of the State of New Jersey for use by the Department of Banking and Insurance to fund the department's insurance fraud prevention programs and activities.

As this Court has found each of the Defendants to be in violation of the Insurance Fraud Prevention Act, N.J.S.A. 17:33-1, *et seq.*, the Court finds it appropriate to impose the $1,000.00 surcharge against each Defendant.

Additionally, Plaintiff seeks to suspend the licenses of Mr. Knoll and Ms. Robergeau pursuant to N.J.S.A. 39:6A-15.

N.J.S.A. 39:6A-15 provides, in relevant part.

> **In addition to any penalties imposed by law, any person who is either found by a court of competent jurisdiction to have violated any provision** of P.L.1983 c.320 (C.**17:33A-1** ***et seq.***) pertaining to automobile insurance or been convicted of any violation of Title 2C of the New Jersey Statutes arising out of automobile insurance fraud based on a claim for damages arising out of a motor vehicle **accident shall not operate a motor vehicle over the highways of this State for a period of one year from the date of judgment** or conviction.

(emphasis added). Here, as Mr. Knoll and Ms. Robergeau have each been found by this Court to have violated the Act by making fraudulent claims for damages arising out of automobile accidents as they did not reside in New Jersey and did not garage their vehicles in New Jersey, despite their representations to their respective carriers. The Court finds it appropriate to impose the one-year driver's license suspension on Mr. Knoll and Ms. Robergeau.

Under N.J.S.A. 17:33A-5(b), the Court is also to award court costs and reasonable attorneys' fees to the commissioner. In support of the application for attorneys' fees, Plaintiff submits the Certification of Sean Healy. Mr. Healey provides that Plaintiff is seeking compensation for the legal services provided by Nicholas Kant (Assistant Section Chief/Deputy Attorney General), Brian Fitzgerald (Deputy Attorney General), William Vaughan (Deputy Attorney General), Julie A. Burk (Attorney Assistant/Paralegal), and Sean Healy (Deputy Attorney General) in the amount of $20,000.00 to be entered against the Defendants.

Notably, the Insurance Fraud Prevention Act created a Division of Insurance Fraud Prevention within the Department of Insurance that assists the Commissioner in investigating allegations of insurance fraud and in developing and implementing programs to prevent future fraud and abuse. Merin, 126 N.J. at 445 (citing N.J.S.A. 17:33A-8). Moreover, all revenues from civil penalties imposed under this Act are credited to the New Jersey Automobile Full Insurance Underwriting Association Auxiliary Fund. See N.J.S.A. 17:33A-5(b). That fund is used to defray causes associated with government insurance programs. It is undisputed that the State incurs a high burden to uncover and rectify such fraudulent activity.

As an attorney with more than 20 years of legal experience, the hourly rate of compensation for Deputy Attorney General Fitzgerald is $300.00 per hour. As an attorney with 6 to 10 years of legal experience, the hourly rate of compensation for Deputy Attorney General Healey is $235.00 per hour. As an attorney with 11 to 20 years of legal experience, the hourly rate of compensation for Assistant Section Chief Kant and Deputy Attorney General Vaughan is $260.00 per hour. The hourly rate of an attorney assistant/paralegal is $75.00 per hour. The work Attorney Assistant Burk is not duplicative of the time billed by Assistant Section Chief Kant nor Deputy Attorneys General Fitzgerald, Vaughan, or Healy.

Assistant Section Chief Kant spent 5.5 hours supervising this matter. Deputy Attorney General Fitzgerald spent a total of 10.0 hours in the review, preparation, and prosecution of this matter. Deputy General Vaughan spent a total of 25.1 hours in the review, preparation, and

prosecution of this matter. Deputy Attorney General Healy spent a total of 123.1 hours in the review, preparation, and prosecution of this matter. Attorney Assistant Burk spent a total of 18.0 in the review and preparation of the matter. Deputy Attorney General Healy certifies that all of this work was reasonable and necessary to prosecute this case on behalf of Plaintiff.

Plaintiff contends that pursuant to N.J.S.A. 17:33A-5(b), the Commissioner is entitled to compensation for all of the time spent prosecuting this matter, which totals $41,234.50, but only seeks $20,000.00 in attorney's fees. As the statute also provides for court costs, Plaintiff contends it is also entitled to reimbursement for the costs of service of the Summons and the Complaint on each Defendant. Specifically, Plaintiff seeks $161.20 for Mr. Knoll, $161.20 for Ms. Robergeau, each, and $86.20 for Ms. Knoll.

A lawyer's fee is to be reasonable. Pursuant to RPC 1.5(a) the factors to be considered in determining the reasonableness of a fee include the following:

> (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
> (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
> (3) the fee customarily charged in the locality for similar legal services;
> (4) the amount involved and the results obtained;
> (5) the time limitations imposed by the client or by the circumstances;
> (6) the nature and length of the professional relationship with the client;
> (7) the experience, reputation, and ability of the lawyer or lawyers performing the services;
> (8) whether the fee is fixed or contingent.

Importantly, none of the above factors is given any greater weight than the other. There is no precise formula for the reasonableness analysis as the objective is to approve a reasonable attorney's fee that is not excessive. Litton Indus. Inc. v. IMO Indus. Inc., 200 N.J. 372, 388 (2009). Moreover, client consent is supportive of a fee agreement's reasonableness, but not dispositive. See A.W. by B.W. v. Mount Holly Twp. Bd. of Educ., 453 N.J. Super. 110, 116 (App. Div. 2018).

Applying the factors set forth in RPC 1.5(a) to the fee sought in this matter, the Court finds that the requested fee is reasonable. Plaintiff's counsel spent 181.7 hours on this matter, totaling attorney's fees in the amount of $41,234.50, but seeks only $20,000.00 of those fees be added to the judgment, jointly and severally, as to all Defendants. The Court finds that sufficient information has been provided for the Court to find the amount of attorney's fees sought to be reasonable.

In addition to attorney's fees, Plaintiff also seeks court costs for cost of service of each Defendant as follows: $161.20 for Mr. Knoll, $161.20 for Ms. Robergeau, and $86.20 for Ms. Knoll. Plaintiff has provided the Court with proof of these costs. See Exhibit H to Deputy Attorney General Healy Certification. The Act expressly directs that this Court shall award attorney's fees and costs to the Commissioner.

For these reasons, Plaintiff's Motion to Enter Default Judgment is hereby **GRANTED.**