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J-101797-20

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - UNION COUNTY
DOCKET NO. UNN-L-001228-20

MARLENE CARIDE,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
NICHOLAS M. SCHNEIDERMAN,)
)
Defendant.)

Civil Action

**ORDER OF FINAL JUDGMENT
BY DEFAULT**

Defendant, Nicholas M. Schneiderman ("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) conspired with
another individual to impersonate his mother in order to add
himself to his mother's insurance policy to which he was not
entitled, and was subsequently paid for a claim under that policy,

(ii) failed to disclose to an insurance company that his mother had died prior to having himself added to his mother's insurance policy, (iii) falsely represented in writing to an insurance company in support of a theft claim that he had no insurance policy with any other insurance company; he had no prior claims due to a loss by burglary, robbery, theft, or larceny; and that he had never been paid for any such prior loss, when in fact he had been paid by another insurance company for the same loss, and (iv) failed to disclose to an insurance company that he had previously been paid by another insurance company for the same theft claim, in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act").

Specifically, Defendant (i) conspired with an unknown individual to impersonate Defendant's mother, J.S. to add Defendant as an insured under a homeowner's insurance policy issued by the Hartford Underwriters Insurance Company ("Hartford"), a policy for which he was not eligible because he was not a retiree, Defendant knowingly assisted, conspired with, and/or urged another person to violate the Fraud Act, in violation of N.J.S.A 17:33A-4(b); (ii) because Hartford paid Defendant for his December 27, 2012 theft claim, Defendant, due to the assistance, conspiracy, and or urging of another person, benefited from the proceeds derived from a violation of the Fraud Act, in violation of N.J.S.A. 17:33A-4(c); (iii) by failing to disclose to Hartford on the July 20, 2012

call, or at any point during the claims process in connection with his December 27, 2012 theft claim, that J.S. had died on March 30, 2012, that he was not her husband, that he was not a retiree, and that he was added to the policy by someone impersonating J.S., Defendant knowingly concealed and/or failed to disclose the occurrence of an event that affected his right or entitlement to any insurance benefit or payment, in violation of N.J.S.A. 17:33A-4(a)(3); (iv) by falsely representing to American Bankers Insurance Company ("American") on a Theft Claim Form that: he had no insurance policy with any other insurance company; he had no prior claims due to a loss by burglary, robbery, theft, or larceny; and that he had never been paid for any such prior loss, when in fact he had been paid by Hartford on a claim for theft of the same items under the Hartford Policy, Defendant presented written statements in support of a claim for payment pursuant to an insurance policy knowing that the statements contained false information concerning material facts, in violation of N.J.S.A. 17:33A-4(a)(1); and (v) by failing to disclose during the May 14, 2013 call with American that he had previously been paid by Hartford on the same theft claim, Defendant concealed and/or knowingly failed to disclose the occurrence of an event that affected his initial or continued right or entitlement to any insurance benefit or payment, or the amount of any benefit or

payment to which he was entitled, in violation of N.J.S.A. 17:33A-4(a)(3).

FINAL JUDGMENT is on this 13 day of November 2020, entered in the amount of \$23,632.90 against Defendant as follows:

1. In favor of Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance: \$12,000.00 in civil penalties for four (4) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); attorneys' fees of \$4,164.00 pursuant to N.J.S.A. 17:33A-5(b); cost of service in the amount of \$65.00 pursuant to N.J.S.A. 17:33A-5; and a statutory fraud surcharge of \$1,000.00 pursuant to N.J.S.A. 17:33A-5.1; and

2. In favor of Hartford Underwriters Insurance Company: restitution in the amount of \$6,403.90 pursuant to N.J.S.A. 17:33A-26.

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

/s/ Mark P. Ciarrocca

, J.S.C.
Hon. Mark P. Ciarrocca, P.J.Cv.

This motion was:

_____ Opposed

 x Unopposed