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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - HUDSON COUNTY
DOCKET NO. HUD-L-004227-20

MARLENE CARIDE,)
COMMISSIONER OF THE)
NEW JERSEY DEPARTMENT OF)
BANKING AND INSURANCE,)
)
Plaintiff,)
)
v.)
)
KERWIN F. RIGAUD,)
)
Defendant.)

Civil Action

**ORDER OF FINAL JUDGMENT
BY DEFAULT**

THIS MATTER HAVING BEEN opened to the Court on the application of Gurbir S. Grewal, Attorney General of New Jersey, (by Brian R. Fitzgerald, Deputy Attorney General, appearing), attorney for Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance on a motion for final judgment by default; and

Defendant, Kerwin F. Rigaud ("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 (a) made written and oral statements to insurance companies for the purpose of obtaining insurance policies knowing that the statements contained false or misleading information concerning a fact or thing material to an insurance application, and (b) presented written statements in support of a claim for payment or other benefit pursuant to an insurance policy knowing that the statements contained false or misleading information concerning a fact or thing material to the claim, both in violation of the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act").

Specifically, Defendant (a) falsely represented to two insurance companies in writing and orally in connection with applications for yacht insurance that there had been no prior damage or claims for damage to his yacht, when in fact there had been, in violation of N.J.S.A. 17:33A-4(a)(4)(b); (b) falsely represented in writing to an insurance company that damage had occurred to his yacht, when in fact no such damage occurred, in violation of N.J.S.A. 17:33A-4(a)(1); and (c) falsely represented in writing to an insurance company the date damage had purportedly occurred to his yacht, when in fact it had occurred prior to the date represented, and for which damage Defendant had previously

filed a claim with another insurance company as having occurred on a prior date, in violation N.J.S.A. 17:33A-4(a)(1).

FINAL JUDGMENT is on this 25 day of June 2021, entered in the amount of \$218,217.44 against Defendant as follows:

1. In favor of Plaintiff, Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance: \$20,000.00 in civil penalties for four (4) violations of the Fraud Act pursuant to N.J.S.A. 17:33A-5(b); attorneys' fees of \$7,031.00 pursuant to N.J.S.A. 17:33A-5(b); cost of service in the amount of \$75.00 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;

2. In favor of Pantaenius American Yacht Insurance: restitution in the amount of \$53,058.00 pursuant to N.J.S.A. 17:33A-26; and

3. In favor of Farmers Insurance Company/Foremost Insurance Company: restitution in the amount of \$137,053.44 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 7 days of the date of receipt.

Anthony V. D'Elia

Hon. Anthony V. D'Elia , J.S.C.

This motion was:

_____ Opposed

XX _____ Unopposed