

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff  
Richard J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625-0117

**FILED**

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By: Chandra M. Arkema  
Deputy Attorney General  
NJ Attorney ID No. 029552006  
(609) 376-2965  
Chandra.Arkema@law.njoag.gov

**PETER J. BAKER J.S.C.**

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - HUDSON COUNTY  
DOCKET NO. HUD-L-003841-24

JUSTIN ZIMMERMAN, )  
COMMISSIONER OF THE )  
NEW JERSEY DEPARTMENT OF )  
BANKING AND INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JESSICA M. RIVERA and JAMES )  
KHIRHY A/K/A KHIRHY JAMES, )  
 )  
Defendants. )

**Civil Action**

**ORDER OF FINAL JUDGMENT  
BY DEFAULT**

THIS MATTER HAVING BEEN opened to the Court on the application of Matthew J. Platkin, Attorney General of New Jersey, (by Chandra M. Arkema, 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

Defendants, Jessica M. Rivera and James Khirhy a/k/a Khirhy James (collectively, "Defendants"), having been duly served with

copies of the Summons and Complaint in the above-captioned action, and default having been entered for Defendants' failure to appear, answer, or otherwise defend;

This Court now finds that, by failing to disclose to CURE in her insurance application of February 19, 2020, that James Khirhy a/k/a Khirhy James was the actual owner and operator of the Mazda, and misrepresenting that she was the sole owner and driver, as well as the garaging location of the insured vehicle, Jessica M. Rivera violated N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(3); and

This Court also finds that by failing to disclose to CURE in her insurance application of December 5, 2020, that James Khirhy a/k/a Khirhy James was the actual owner and regular operator of the Elantra, and misrepresenting that she was the sole owner and driver, as well as the garaging location of the Elantra, Jessica M. Rivera violated N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(3); and

This Court also finds that by falsely representing to CURE in support of her claim for damages on March 18, 2021, that she owned the Mazda, when in fact it was owned by James Khirhy a/k/a Khirhy James, Jessica M. Rivera violated N.J.S.A. 17:33A-4(a)(3) and N.J.S.A. 17:33A-4(a)(1); and

This Court also finds that by failing to disclose to CURE in her insurance application of August 11, 2021, that James Khirhy a/k/a Khirhy James owned the Maxima, drove the Maxima, and kept the Maxima at his residence, and misrepresenting that she was the sole owner, only driver, and that the vehicle would be garaged at her residence,

Jessica M. Rivera violated N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(3); and

This Court also finds that by failing to disclose to CURE on October 16, 2021, when adding the Maxima back onto her insurance policy, that James Khirhy a/k/a Khirhy James owned, drove and kept the policy vehicles at his residence, and misrepresenting that she was the sole owner and driver of the policy vehicles, garaging them at her address, Jessica M. Rivera violated N.J.S.A. 17:33A-4(a)(4)(b) and N.J.S.A. 17:33A-4(a)(3); and

This Court also finds that Defendants conspired with each other to falsely represent to CURE on four separate applications for auto insurance, and as part of an insurance claim for damages, that the policy vehicles were owned and operated only by Jessica M. Rivera and garaged at her residence, when they were actually owned by James Khirhy a/k/a Khirhy James and operated by both Defendants, in order to obtain a cheaper insurance policy, thereby violating N.J.S.A. 17:33A-4(b); and

This Court also finds that, as a result of Jessica M. Rivera's misrepresentations to CURE on several applications for auto insurance that she was the owner and sole operator of the policy vehicles, when in fact James Khirhy a/k/a Khirhy James was the actual owner and also a regular driver of those vehicles, James Khirhy a/k/a Khirhy James benefitted from the cheaper insurance policies issued based upon those misrepresentations, in violation of N.J.S.A. 17:33A-4(c); and

FINAL JUDGMENT is on this 19th day of June, 2025, as follows:

1. \$10,000.00 against Jessica M. Ribera, individually, for the Fraud Act violations alleged in Counts 1 through 5 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
2. \$5,000.00 against Jessica M. Rivera and James Khirhy a/k/a Khirhy James, jointly and severally, for the Fraud Act violations alleged in Count 6 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
3. \$5,000.00 against James Khirhy a/k/a Khirhy James, individually, for the Fraud Act violations alleged in Count 7 of the Complaint, pursuant to N.J.S.A. 17:33A-5(b);
4. A \$1,000.00 Fraud Act surcharge against Jessica M. Rivera, individually, pursuant to N.J.S.A. 17:33A-5.1;
5. A \$1,000.00 Fraud Act surcharge against James Khirhy a/k/a Khirhy James, individually, pursuant to N.J.S.A. 17:33A-5.1;
6. Attorneys' fees in the amount of \$3,500.00 against Defendants, jointly and severally, pursuant to N.J.S.A. 17:33A-5(b);
7. Cost of service in the amount of \$79.40 against Jessica Rivera, individually, pursuant to N.J.S.A. 17:33A-5(b).

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 39:6A-15, Defendant Jessica M. Rivera'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.



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Hon. Peter J. Baker, J.S.C.

This motion was:

\_\_\_\_\_ Opposed

\_\_\_\_\_X\_\_\_\_\_ Unopposed

**Motion GRANTED pursuant R. 4:43-2.**