

STATE OF OREGON
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
DIVISION OF FINANCIAL REGULATION

In the Matter of:

Case No. INS-23-0055

JOSHUA MOSES BEKHOR,
an individual,

ORDER TO CEASE AND DESIST,
AND ORDER ASSESSING CIVIL
PENALTIES, ENTERED BY
DEFAULT

and

IMMEDIATE INSURANCE SERVICES,
A California corporation,

Respondents.

On November 30, 2023, the Director of the Department of Consumer and Business Services for the State of Oregon (“Director”), acting by and through the Oregon Division of Financial Regulation (“Division”) and in accordance with Oregon Revised Statutes (“ORS”) 731, 732, 733, 734, 735, 737, 742, 743, 743A, 743B, 744, 746, 748 and 750 (“Insurance Code”), served an Order to Cease and Desist, Proposed Order Assessing Civil Penalties, and Notice or Right to an Administrative Hearing (“Notice”) on Joshua Moses Bekhor (“Bekhor”) and Immediate Insurance Services (“IIS”).

The Notice offered Bekhor and IIS an opportunity for a hearing if requested within 20 days of the Notice. The Notice further informed Bekhor and IIS that if a hearing were not conducted because Bekhor and IIS did not timely request a hearing or otherwise defaulted, then the designated portion of the Division’s file and all materials submitted by Bekhor and IIS in this case would automatically become part of the contested case record for the purpose of proving a prima facie case.

Neither Bekhor nor IIS (collectively “Respondents”) submitted a request for hearing to the Director, and the Director did not conduct a hearing.

Division of Financial Regulation
Labor and Industries Building
350 Winter Street NE, Suite 410
Salem, OR 97301-3881
Telephone: (503) 378-4387





1 The Director finds that the record of this proceeding proves a prima facie case.

2 Now, therefore, after considering the relevant portions of the Division’s file relating
3 to this matter, the Director finds and orders as follows.

4 FINDINGS OF FACT

5 The Director FINDS that:

6 1. On knowledge and belief, Bekhor is a California resident. His last known
7 address is 8712 Gregory Way, #401 Los Angeles, CA, 90035.

8 2. IIS is a California corporation with a principal place of business at 8712
9 Gregory Way, #401 Los Angeles, CA, 90035. IIS is wholly owned and operated by Bekhor.

10 3. Neither Bekhor nor IIS has ever been licensed to do business as an insurance
11 producer in Oregon.

12 4. Bekhor was licensed as an insurance producer in California from January 10,
13 2018 through December 17, 2021. The State of California revoked Bekhor’s California
14 insurance producer license effective December 17, 2021 for “fraudulent practices or acts”
15 and “diverting funds that were to be held in compliance with the [California] Insurance
16 Code,” among other violations.

17 5. Bekhor’s NAIC national producer number is 18705843.

18 The BEC Complaint

19 6. On May 1, 2023, the Division received a complaint from an Oregon consumer
20 who will be identified for purposes of this Order as EW.

21 7. EW is the owner of a company that will be identified for purposes of this Order
22 as BEC. BEC is a company organized under the laws of the State of Oregon and with a
23 principal place of business in Oregon. EW is also an Oregon resident.

24 8. EW reported that, beginning in May of 2020, IIS and Bekhor purported to sell
25 EW a Business Owner’s Policy for BEC. EW further advised that Bekhor had charged EW
26 \$650 up front every year and between \$150 and \$200 each month in purported premiums.



1 9. EW further reported that in October of 2022, EW purchased an additional \$5
2 million of product liability insurance through Respondents, and that Respondents charged
3 EW a further \$4,185 for this additional coverage.

4 10. EW stated that Respondents provided EW with documents that purported to be
5 Certificates of Insurance (COIs) for each of the policies that he purchased.

6 11. EW advised that in April of 2023, he was contacted by an investigator from the
7 Special Investigations Unit of an insurance carrier (“the Insurer SIU”). The Insurer SIU
8 informed EW that the Insurer SIU believed Respondents were defrauding EW, and that
9 Respondents had either never purchased the insurance policies that EW had paid for, or
10 had purchased much smaller policies from Insurance companies other than the ones listed
11 in the COIs and had kept the difference in the premiums.

12 12. EW subsequently contacted each of the companies from whom he had been led
13 to believe Respondents had purchased insurance on behalf of EW and BEC. In each
14 instance EW learned that Respondents had never purchased the policies EW believed he
15 was paying for and had received COIs from Respondents for.

16 13. As a result of Respondents’ actions, EW and BEC went without insurance
17 coverage from at least May of 2020 through April of 2023. Moreover, EW paid
18 Respondents \$11,500 in purported premiums for insurance policies that Respondents never
19 acquired.

20 *The SISI Report*

21 14. On October 11, 2023, the Division received a report from the Insurer SIU
22 concerning additional activity by Respondents in Oregon.

23 15. The Insurer SIU reported that in February of 2020, Bekhor sold a property
24 insurance policy to a company that will be identified for purposes of this Order as SISI.
25 SISI is a corporation organized under the laws of the State of Oregon with a principal place
26 of business in Oregon.



1 16. The premium for the policy was advanced by ETI Financial, a Florida-based
2 premium finance company (“ETI”). Respondents debited SISI’s bank account—ostensibly
3 to repay ETI for the advance of the premium amount. Respondents provided SISI with a
4 COI indicating that their insurer was Pacific Indemnity.

5 17. Despite debiting funds from SISI’s account, Respondents failed to remit
6 payment to ETI. As a result, SISI’s insurance policy was cancelled for nonpayment
7 effective December 20, 2020.

8 18. SISI did not receive a copy of the cancellation notice. On knowledge and belief,
9 Respondents provided ETI with an incorrect address for SISI, and as a result the notice was
10 never delivered.

11 19. On February 14, 2021, the roof of a warehouse owned by SISI collapsed under
12 the weight of snow and ice. SISI suffered \$100,000 worth of property damage as a result
13 of this incident, and made a claim for its losses against its property insurance policy.

14 20. Pacific Indemnity denied SISI’s claim on the basis that SISI’s policy had been
15 cancelled for nonpayment at the time of the loss.

16 21. As a result of Respondents’ actions, SISI lost its insurance coverage in
17 December of 2020 and unknowingly went without insurance coverage from December of
18 2020 through May of 2021. During this time SISI suffered \$100,000 of uninsured losses.

19 CONCLUSIONS OF LAW

20 The Director CONCLUDES that:

21 Unlicensed Insurance Business

22 22. Pursuant to ORS 744.053, no person may “sell, solicit or negotiate insurance in
23 this state” unless that person is licensed in Oregon as an Insurance Producer.

24 23. Respondents violated ORS 744.053 by selling, or purporting to sell, insurance
25 policies to EW and BEC.

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1 24. Respondents violated ORS 744.053 by selling, or purporting to sell, insurance
2 policies to SISI.

3 Use of Device, Scheme, or Artifice to Defraud

4 25. Pursuant to ORS 746.075(2)(e), no person may employ “any device, scheme or
5 artifice to defraud” in connection with an insurance transaction.

6 26. Respondents violated ORS 746.075(2)(e) by issuing COIs that misrepresented
7 the insurance policies that Respondents obtained on behalf of EW and BEC.

8 27. Respondents violated ORS 746.075(2)(e) by issuing COIs that misrepresented
9 the insurance policies that Respondents obtained on behalf of SISI.

10 Obtaining Money or Property by Misrepresentation

11 28. Pursuant to ORS 746.075(2)(f), no person may obtain “money or property by
12 means of any untrue statement” in connection with an insurance transaction.

13 29. Respondents violated ORS 746.075(2)(f) by collecting moneys from EW and
14 BEC as purported premiums for insurance policies that Respondents either did not obtain
15 or substantially misrepresented to EW and BEC.

16 30. Respondents violated ORS 746.075(2)(f) by debiting moneys from SISI’s bank
17 account under the guise it intended to send those funds to ETI as repayment on the premium
18 finance amount.

19 Misappropriating Premiums

20 31. Pursuant to ORS 746.120, no person shall willfully collect any sum as premium
21 or charge for insurance which is not then provided or is not in due course to be provided
22 subject to acceptance of the risk by the insurer, under an insurance policy issued by an
23 insurer in conformity to the Insurance Code.

24 32. Respondents violated ORS 746.120 by appropriating for personal use the
25 moneys collected as purported insurance premiums from EW and BEC.

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1 33. Respondents violated ORS 746.120 by collecting moneys from SISI as
2 purported insurance premiums that Respondent did not remit to ETI.

3 Cease and Desist Authority

4 34. Pursuant to ORS 731.252(1), whenever the Director has reason to believe that
5 any person has been engaged or is engaging or is about to engage in any violation of the
6 Insurance Code, the Director may issue an order to discontinue or desist from such
7 violation or threatened violation.

8 Civil Penalties Authority

9 35. Pursuant to ORS 731.988(1), the Director may assess civil penalties in the
10 amount of \$1,000 per violation against any person who violates the Insurance Code.

11 ORDERS

12 Now therefore, the Director issues the following Orders:

13 Cease and Desist

14 36. As authorized by ORS 731.252(1), the Director ORDERS Respondents to
15 CEASE AND DESIST from violating any provision of the Insurance Code or the
16 administrative rules promulgated thereunder, including but not limited to, engaging in any
17 insurance business in Oregon without the proper licensure, or engaging in any further
18 fraudulent conduct described in this Order.

19 Civil Penalty Authority

20 37. As authorized by ORS 731.988(1), the Director hereby ORDERS that CIVIL
21 PENALTIES be assessed against Respondents, jointly and severally, in the amount of
22 \$8,000 as follows:

- 23 (a) \$2,000 for violating ORS 744.053 in two instances, as described in
24 Paragraphs 22-24 above;
- 25 (b) \$2,000 for violating ORS 746.075(2)(e) in two instances, as described in
26 Paragraphs 25-27 above;



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- (c) \$2,000 for violating ORS 746.075(2)(f), as described in Paragraphs 28-30 above; and
- (d) \$2,000 for violating ORS 746.120 in two instances, as described in Paragraphs 31-33 above.

FINAL ORDER

38. This Order is a “Final Order” under ORS 183.310(6)(b). Subject to that provision, the entry of this Order does not limit other remedies that are available to the Director under Oregon law.

SO ORDERED this 6th day of February, 2024.

Andrew R. Stolfi, Director
Department of Consumer and Business Services

/s/ Dorothy Bean
Dorothy Bean, Chief of Enforcement
Division of Financial Regulation

NOTICE OF RIGHT TO JUDICIAL APPEAL

Judicial review of final orders in contested cases is governed by ORS 183.482. Respondents may request judicial review by filing a petition with the Court of Appeals in Salem, Oregon, within 60 days from the date this order is served.

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Labor and Industries Building
350 Winter Street NE, Suite 410
Salem, OR 97301-3881
Telephone: (503) 378-4387

