

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

In the Matter of

Case No. INS-25-0063

JESSE BRUCE SWEET; and SWEET
INSURANCE AGENCY, INC.,

FINAL ORDERS TO CEASE AND
DESIST, REVOKE LICENSES, AND
ASSESS CIVIL PENALTIES, ENTERED
BY DEFAULT

Respondents.

The Division of Financial Regulation (“DFR”), acting on behalf of the Director of the Department of Consumer and Business Services for the State of Oregon (the “Director”), conducted an investigation of Jesse Bruce Sweet (“Sweet”) and Sweet Insurance Agency, Inc. (“SIA”) (collectively, “Respondents”). DFR determined that Respondents violated certain provisions of Oregon Revised Statutes (“ORS”) chapters 731, 732, 733, 734, 735, 737, 742, 743, 743A, 744, 746, 748, and 750 (“Insurance Code”) and the Oregon Administrative Rules (“OAR”) promulgated under those laws.

On January 6, 2026, the Director issued and served on Respondents an Order to Cease and Desist, Proposed Orders to Revoke Licenses and Assess Civil Penalties, and Notice of Right to an Administrative Hearing (the “Notice Order”).

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

The Director did not receive a hearing request from Respondents and did not conduct a hearing.

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

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1 The Director makes the following Findings of Fact, Conclusions of Law, Orders,
2 and Notice of Right to Judicial Appeal.

3 **FINDINGS OF FACT**

4 The Director FINDS that:

5 1. Sweet is a resident of the State of Oregon whose address is located at 577
6 Delaware Ave. SE, Bandon, OR 97411, and holds an Oregon resident insurance producer license
7 (the “Sweet License”). Sweet’s National Association of Insurance Commissioners (“NAIC”)
8 national producer number (“NPN”) is 8111076, and he was first licensed as an Oregon
9 resident insurance producer on July 21, 2004.

10 2. SIA is an Oregon corporation whose address is located at 985 Baltimore Ave.
11 SE, Bandon, OR 97411, and holds an Oregon resident insurance producer license (the “SIA
12 License”). SIA’s NPN is 18249080, and it was first licensed as an Oregon resident insurance
13 producer on December 27, 2016. Although Sweet is still listed as the President and Secretary
14 of SIA in the Oregon Secretary of State’s records, on information and belief, the business
15 is no longer operating or maintaining a business office.¹

16 3. On September 11, 2024, DFR received a complaint from an Oregon resident
17 who will hereafter be referred to as “JP.” JP believed that he had purchased a commercial
18 insurance policy through Respondents in the summer of 2023 related to his commercial
19 fishing business, and had provided Respondents with a check dated July 17, 2023 in the
20 amount of \$1,263.18. JP believed that that Sweet had previously obtained a quote for an
21 insurance policy and that by paying the \$1,263.18 initial premium the policy would be
22 bound concurrently through Rothert Insurance.

23 4. However, in follow up correspondence with DFR, Rothert Insurance indicated
24 that it received a new application for a quote from Sweet on July 18, 2023 related to JP’s

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26 ¹ SIA’s business office was evidently taken over in January 2025 by Hannah Rogoff (NPN 21111008), who
holds an appointment with insurance carrier Farmers Insurance, and Hannah Rogoff Insurance Agency
LLC (NPN 21442273). Neither appears to have any connection with Respondent or SIA.





1 commercial fishing business, one day after Respondents had already received JP's
2 payment. Rothert offered a quote to Sweet for this policy on August 25, 2023, and Sweet
3 sent a request to bind the policy on September 5. But Rothert informed Sweet the next day
4 that the proposed policy related to JP's commercial fishing business could not be bound at
5 that time because there was an active wildfire within eight miles of JP's property. Sweet
6 did not inform JP of this fact, and deposited the check into the SIA client trust account on
7 September 15, 2023 even though he knew that the policy could not be bound.

8 5. Nearly eight months later, on May 10, 2024, Sweet sent a new binding request
9 to Rothert and indicated that the wildfires had been 100% contained. Rothert responded
10 the same day noting that it still needed Sweet to provide all required binding documents,
11 and that coverage would not be bound. Rothert received a second binding request from
12 Sweet's office on June 5, 2024, but responded to note that it still needed to receive all
13 required binding documents. Rothert did not promptly receive any further correspondence
14 from Respondents, and closed its file without binding coverage. However, Sweet did reach
15 out to Rothert again on October 23, 2024 to request an updated quote for JP's proposed
16 policy because the previous one had expired. Rothert fulfilled this request the same day.
17 On November 15, 2024, Rothert advised Sweet that it was withdrawing its quote because
18 Sweet had not contacted Rothert since. Sweet contacted Rothert on November 18 to request
19 additional time to provide the binding documents. Rothert provided yet another quote on
20 November 22, but Sweet advised Rothert later the same day that JP had declined to take
21 the quote.

22 6. Respondents did not provide a refund of the \$1,263.18 to JP until November
23 24, 2024, which was 446 days after Rothert first informed Sweet that the policy could not
24 be bound.

25 7. On March 5, 2024, Sweet was indicted on charges of assault in the fourth degree
26 and menacing, both of which constituted domestic violence and were Class A



1 misdemeanor. On May 2, Sweet pleaded guilty to the charge of assault in the fourth degree
2 and was sentenced to 18 months of probation and 15 days in jail (with ten days suspended).
3 Sweet did not notify DFR of the charges or of his conviction until he attempted to renew
4 his License on or about October 29, 2024.

5 8. On October 24, 2024, Sweet was charged with two counts of assault in the
6 fourth degree, which were charged as Class C felonies, one count of strangulation, also a
7 Class C felony, one count of menacing, a Class A misdemeanor, and two counts of
8 harassment, both class B misdemeanors. Sweet also notified DFR of these charges when
9 he attempted to renew his License on or about October 29, 2024. On December 13, 2024,
10 Sweet pleaded guilty to—and on January 13, 2025 was convicted of—one count of assault
11 in the fourth degree and one count of menacing, which were entered as Class A
12 misdemeanors.² Sweet was sentenced to 18 months of probation and 20 days in jail.

13 9. On January 18, 2025, DFR received a complaint from an Oregon resident who
14 will hereafter be referred to as “EH.” EH alleged that he had regularly sent premium
15 payment checks for approximately three years and totaling over \$7,000 to Respondents for
16 an insurance policy, only to learn that some of the premiums were not being paid to the
17 insurance broker, which resulted in policy cancellations.

18 10. DFR conducted an additional investigation into EH’s allegations and found that
19 on or about January 6, 2024, EH tendered a check to Respondents in the amount of
20 \$2,134.17 for an initial payment on an insurance policy with Northfield Insurance. Sweet
21 deposited the check on January 22, 2024, but did not pay the full premium on EH’s
22 Northfield Insurance policy. That policy canceled on April 8 due to non-payment, with a
23 balance of \$7,056.42 owing at that time. Sweet did eventually send the money for the initial
24 payment to the insurer on August 12, but EH’s policy was once again canceled on October

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26 ² It is not clear from the pleadings in this criminal matter why assault in fourth degree was charged as a
felony, but only classified as a misdemeanor conviction. Presumably this was one of the terms of a plea
bargain.



1 7 for nonpayment of premiums, with the insurer keeping the \$2,134.17 for earned premium
2 for the policy that was in effect from December 31, 2023 through April 8, 2024.
3 Additionally, on or about June 10, 2024, EH tendered a check to Respondents in the amount
4 of \$2,285.25 for a separate insurance policy with Mount Vernon Insurance. Respondents
5 did not deposit that check until August 12, 2024, and the policy was ultimately canceled
6 on September 18, 2024.³ The insurer once again retained the \$2,285.25 paid as earned
7 premium.

8 11. On January 14, 2025, an investigator with DFR sent an email to Sweet at the
9 two email addresses that he listed on DFR’s online insurance licensee portal, and requested
10 that he provide records from his client trust account and business bank account from July
11 1, 2023 through December 31, 2024, a record of premium payments covering the same
12 time period, and a copy of the quote that he allegedly provided to JP that led to JP’s
13 payment of \$1,263.18. The investigator requested that Sweet provide these records by
14 February 4, but learned shortly thereafter that Sweet was incarcerated. On February 19,
15 after confirming that Sweet had been released, the DFR investigator sent a second email to
16 both of Sweet’s email addresses, which included a copy of the original email from January
17 14 and renewed the request for records. This second email requested that Sweet provide
18 the records by March 5, but he did not respond prior to that date. The DFR investigator and
19 Sweet had some follow up correspondence between March 6 and March 13, and Sweet did
20 provide the transaction logs for this client trust and business checking accounts. However,
21 he has never provided a record of the premiums that he received from July 1, 2023 through
22 December 31, 2024, and stated that he could not find the quote allegedly provided to JP.

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25 ³ It seems that both of the policies discussed above were canceled because they were going to be financed,
26 but Respondents failed to submit the necessary documents. One of Respondent’s employees had EH
execute a financing agreement with Columbia Pacific Finance to pay the full amount of premiums owed,
but Columbia Pacific Finance confirmed that Respondent did not actually bother to submit the signed
financing agreement, so the full premiums—beyond the down payments—were never paid.

1 12. On February 19, 2025, DFR received a notice from Farmers Insurance
2 indicating that Sweet's appointment had been terminated as of December 3, 2024. The
3 notice included a copy of a termination letter, which indicated that Sweet had been
4 terminated for: (1) failure to service all policyholders of Farmers Insurance and its related
5 companies in such a manner as to advance the interests of the policyholders and others; (2)
6 failure to conduct business in accordance with the published policies, rules and guidelines;
7 (3) conduct that is disparaging of or detrimental to Farmers Insurance and its related
8 companies; and (4) failure to conform to normal good business practice.

9 **CONCLUSIONS OF LAW**

10 The Director CONCLUDES that

11 13. Pursuant to OAR 836-074-0025, an insurance producer shall deposit premium
12 funds received from a client not later than the seventh day after they are received, and when
13 a payment is owed to an insured, the insurance producer shall pay the premium funds not
14 later than the 30th day after the receipt of the funds.

15 14. Respondents violated OAR 836-074-0025 in at least four instances. First,
16 Respondents collected JP's initial premium on or about July 17, 2023 in the amount of
17 \$1,263.18, and failed to deposit the premium until on September 15, 2023, which was
18 nearly two months after they were received. Additionally, Respondents failed to return the
19 premium payment to JP until November 24, 2024, which was 446 days after Rothert first
20 informed Sweet that the policy could not be bound and the date upon which Sweet knew
21 or should have known that the payment was owed to the insured. Third, Respondents
22 collected a premium payment for an insurance policy from EH on January 6, 2024 in the
23 amount of \$2,134.17, but failed to deposit the premium until January 22, which was nine
24 days late. Lastly, Respondents collected a premium payment for an insurance policy from
25 EH on June 10, 2024 in the amount of \$2,285.25, but failed to deposit the premium until
26 August 12, which was 56 days late.





1 15. Pursuant to ORS 744.089(2), a licensed insurance producer who is the subject
2 of any criminal prosecution taken in any jurisdiction must report the prosecution to the
3 Director not later than the 30th day after the initial pretrial hearing date. The report must
4 include a copy of the initial complaint filed, the order resulting from the hearing and any
5 other relevant legal documents.

6 16. Sweet failed to notify DFR of the charges filed against him on March 5, 2024
7 or of his guilty plea to one of those charges on May 2 until October 29, 2024, which
8 constitutes a violation of ORS 744.089.

9 17. Pursuant to ORS 731.296, the Director may address any proper inquiries to any
10 licensee in relation to its activities or condition or any other matter connected with its
11 transactions. Any such person so addressed shall promptly and truthfully reply to such
12 inquiries using the form of communication requested by the Director.

13 18. By failing to promptly respond to DFR's inquiries of February 19, 2025, and
14 by failing to provide DFR with the record of the premiums that he received from July 1,
15 2023 through December 31, 2024, Sweet violated ORS 731.296 in at least two instances.

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

20 20. Respondents violated ORS 746.120 on at least two occasions. The first
21 violation occurred when Respondents collected EH's initial payment on the Northfield
22 Insurance policy on January 6, 2024, but failed to timely pay the premium, leading to the
23 policy's cancellation. The second violation occurred when Respondents collected EH's
24 payment on the Mount Vernon Insurance policy of June 10, 2024, but failed to timely pay
25 the premium, also leading to that policy's cancellation.

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1 21. Pursuant to ORS 744.074(1)(h), the Director may place a licensee on probation
2 or suspend, revoke, or refuse to issue or renew an insurance producer license, and may take
3 other actions authorized by the Insurance Code in lieu thereof or in addition thereto, if a
4 licensee uses fraudulent, coercive or dishonest practices, or demonstrates incompetence,
5 untrustworthiness or financial irresponsibility in the conduct of business in this state or
6 elsewhere.

7 22. Sweet’s repeated and recent criminal convictions, his failure to keep his clients
8 reasonably informed about the status of their insurance policies, and his failure to make
9 timely premium payments and/or properly appropriate his clients’ payments show a pattern
10 of, at a minimum, incompetence, untrustworthiness, and financial irresponsibility in the
11 conduct of business in Oregon, all of which support the revocation of his insurance
12 producer license by the Director pursuant to ORS 744.074(1)(h).

13 23. Pursuant to ORS 744.074(1)(b), the Director may place a licensee on probation
14 or suspend, revoke, or refuse to issue or renew an insurance producer license, and may take
15 other actions authorized by the Insurance Code in lieu thereof or in addition thereto, if a
16 licensee violates any insurance laws, or violates any rule, subpoena or order of the Director.

17 24. Because Sweet violated OAR 836-074-0025, ORS 744.089(2), ORS 731.296,
18 ORS 746.120, and ORS 744.074(1)(h), and because SIA violated OAR 836-074-0025, the
19 Director may revoke both of Respondents’ insurance producer licenses pursuant to ORS
20 744.074(1)(b).

21 25. Pursuant to ORS 731.252(1), whenever the Director has reason to believe that
22 any person has been engaged or is engaging or is about to engage in any violation of the
23 Insurance Code, the Director may issue an order, directed to such person, to discontinue or
24 desist from such violation or threatened violation.

25 26. Because the Director has reason to believe that Sweet has violated OAR 836-
26 074-0025, ORS 744.089(2), ORS 731.296, ORS 746.120, and ORS 744.074(1)(b) and (h),

1 and that SIA has violated OAR 836-074-0025, the Director may issue an order directed to
2 Respondents to discontinue or desist from those violations under ORS 731.252(1).

3 27. Pursuant to ORS 731.988, an individual insurance producer who violates any
4 provision of the Insurance Code shall forfeit and pay to the General Fund of the State
5 Treasury a civil penalty in an amount determined by the Director that may not exceed
6 \$1,000 for each offense.

7 28. Because the Director has reason to believe that Sweet has violated OAR 836-
8 074-0025 in at least four instances, ORS 744.089(2) in at least one instance, ORS 731.296
9 in at least two instances, ORS 746.120 in at least two instances, and ORS 744.074(1)(h) in
10 at least one instance, for a total of ten individual violations of the Insurance Code, the
11 Director may issue an order directed to Sweet to pay civil penalties not exceeding \$10,000.

12 ORDERS

13 The Director issues the following ORDERS:

14 Order to Cease and Desist

15 29. Pursuant to the authority of ORS 731.252(1), the Director hereby ORDERS
16 Respondents to CEASE AND DESIST from violating OAR 836-074-0025, ORS
17 744.089(2), ORS 731.296, ORS 746.120, and ORS 744.074(1)(b) and (h).

18 Order Revoking Insurance Producer License

19 30. Pursuant to ORS 744.074(1)(b) and (h), the Director hereby ORDERS that both
20 of Respondents' Oregon resident insurance producer licenses, also referred to herein as the
21 Sweet License and the SIA License, are REVOKED.

22 Order Assessing Civil Penalties

23 31. Pursuant to ORS 744.074(1)(b) and (h), the Director hereby ORDERS that
24 \$5,000 in CIVIL PENALTIES be assessed against Sweet for at least ten violations of the
25 Insurance Code.

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

4 IT IS SO ORDERED.

5 Dated this 11th day of February, 2026.

6 Sean E. O’Day, Director
7 Department of Consumer and Business Services

8
9

Dorothy Bean, Chief of Enforcement
10 Division of Financial Regulation

11 **NOTICE OF RIGHT TO JUDICIAL APPEAL**

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

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