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**Department of Insurance
State of Idaho**

**BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE
STATE OF IDAHO**

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

RONALD ROBERT HILL, an individual
holding Idaho Resident Producer License
No. 3272395,

Respondent.

Docket No. 18-4079-22

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
FINAL ORDER**

This proceeding is a contested case conducted pursuant to the Idaho Administrative Procedure Act, Title 67, Idaho Code; the Idaho Insurance Code, Title 41, Idaho Code; and the Idaho Rules of Administrative Procedure of the Attorney General, IDAPA 04.11.01.

The Hearing Officer in this case issued a Findings of Fact, Conclusions of Law, and Preliminary Order ("Preliminary Order") in this matter on July 26th, 2024. The Department of Insurance filed a Motion for Reconsideration due to a clerical error under Idaho Code § 67-5243. The unopposed motion sought a correction of the Respondent's Idaho Resident Producer License Number. The motion was granted on August 15th, 2024.

On August 9th, 2024, the Respondent notified the Director in writing of his intention to

“appeal the hearing officer’s findings of fact and conclusions of law and Preliminary Order.” The Director interprets this as a petition for review of a preliminary order under Idaho Code § 67-5245(3). The Respondent did not state the basis of his appeal in his written notice. Instead, he brought several issues of fact to the Director’s attention, such as:

1. The Respondent had voluntarily surrendered his license on May 30th, 2024.
2. His history of selling a product through Shurwest Marketing being the “reason this matter started.” According to the Respondent, this product ended up “being some form of Ponzi scheme” which culminated in the current action from the Department.
3. That he was required to sign a stipulated agreement with the Idaho Department of Finance and therefore he should not be held accountable to this Department because he has already been punished.
4. That he is remorseful for the events that have occurred and for the impact to Idaho consumers.

The Respondent expressed his disagreement with the findings and penalties the Hearing Officer levied in the Preliminary Order.

In preparing this Final Order and making the following findings and conclusions, I have reviewed the agency record in this matter, including the preliminary order and the Respondent’s brief as provided by Idaho Code § 67-5249.

FINDINGS OF FACT

After review, I adopt the Findings of Fact found in the Preliminary Order in their entirety.

CONCLUSIONS OF LAW

Legal Standard

Idaho Code § 67-5242 grants the Director authority to appoint a hearing officer at contested hearings. The hearing officer is granted wide discretion in the regulation of the course of the proceedings, including the presentation and weighing of evidence. Since the hearing officer presides at the hearing, he is in a unique position to judge the credibility of the testimony and witnesses.

Idaho Code § 67-5245 governs reviews of preliminary orders. Subpart (4) of that section states:

The basis of review must be stated on the petition. If the agency head on his own motion gives notice of his intent to review a preliminary order, the agency head shall identify the issues he intends to review.

This subpart makes clear that any petition to review a preliminary order *must* state the basis on which the petition is made. This is taken to mean the *legal* basis for the petition, be it subject matter jurisdiction, the interpretation of a statute, or some other legal basis.

The principle of clearly stating the basis of an appeal is well established at all levels of appellate practice in Idaho. Idaho Appellate Rule 35(a)(4) is analogous to Idaho Code § 67-5245(4) in that it requires the appellant to clearly and concisely state the issues on appeal. This aids the court or judicial officer in narrowing the issues and avoids the impropriety and inefficiency of litigating the case anew.

The Idaho Supreme Court “will not consider issues that lack ‘citations to the record, citations of applicable authority, or comprehensible argument.’” Breckon v. Breckon, No. 51281, 2024 WL 4047455, at *3 (Idaho Ct. App. Sept. 5, 2024). Appellants who do not provide “sufficient

support” for their claims waive those issues on appeal. Id.

Though review of a preliminary order is not an appeal *per se*, the same principles apply as Idaho Code § 67-5245(4) makes clear.

Argument

The Respondent’s petition for review or “Notice of Appeal” failed to state a basis for his review. Instead, he restates the facts of the hearing in an attempt at “another bite at the apple” in relitigating his claim.

The Director declines to relitigate the matter that was already presided over by a competent Hearing Officer who had the benefit of hearing testimony, examining exhibits, determining their relevance and veracity, and asking clarifying questions of the witnesses. Such process is also not permitted by Idaho Code § 67-5245.

Respondent’s brief in support of his “Notice of Appeal” is 20 pages of recitations of the facts of the case, as he sees them. In the few instances he does mention an Idaho statute, the Respondent does not argue for a different interpretation of that given by the Hearing Officer. Nor does he provide any evidence the Hearing Officer committed any reversible error.

Mr. Hill’s assertions that the Department of Insurance should be precluded from levying punishment because administrative action was mutually consented to by him and the Department of Finance is misguided. To hold an insurance license is a privilege and consumers are best protected when a license is held by those with the highest ethical and professional standards. Any criminal or administrative action of this level damages the integrity of this license and the industry. Additionally, the Department of Insurance has independent jurisdiction over this matter, irrespective of any action taken by the Department of Finance on matters not related to insurance.

Without a stated basis of review, the Respondent’s brief merely restates his arguments, as

the facts have already been discussed and weighed at hearing.

Looking at Respondent's brief in a light most favorable to him, there is only one portion of it that arguably raises a legal basis for review. The Respondent questions whether the Hearing Officer's administrative penalties are excessive under Idaho Code § 1016 and § 247, respectively. Given the seriousness of the actions and despite Mr. Hill's apology, the Director finds these administrative penalties are appropriate and necessary to protect the public.

FINAL ORDER

Now, therefore, based on the foregoing and in consideration of the premises, it is hereby ordered that the Hearing Officer's Findings of Fact, Conclusions of Law, and Preliminary Order is adopted.

Dated this 14 day of November, 2024

State of Idaho
Department of Insurance



Dean L. Cameron
Director

NOTIFICATION REGARDING REPORTABLE PROCEEDINGS

The foregoing is considered a reportable administrative proceeding. As such, it is a public record and is public information that may be disclosed to other states and reported to companies for which you are actively appointed. This information may be reported to the National Association of Insurance Commissioners (NAIC) and may appear in the online searchable database of the Idaho Department of Insurance. Be aware that this proceeding must be disclosed on any license application and must be reported to any and all states in which you hold an insurance license.

NOTIFICATION OF RIGHTS

This is a final order of the agency. Any party may file a motion for reconsideration of this final order within fourteen (14) days of the service date of this order. The agency will dispose of the motion for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. Idaho Code § 67-5246(4).

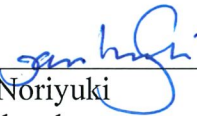
Pursuant to Sections 67-5270 and 67-5272, Idaho Code, any party aggrieved by this final order or orders previously issued in this case may appeal this final order and all previously issued orders in this case to district court by filing a petition for judicial in the district court of the county in which: (1) a hearing was held; or (2) the final agency action was taken; or (3) the party seeking review of the order resides, or operates its principal place of business in Idaho; or (4) the real property or personal property that was the subject of the agency action is located.

A petition for judicial review must be filed within twenty-eight (28) days (a) of service date of this final order, (b) of an order denying petition for reconsideration, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. Idaho Code § 67-5273. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of November 2024, I caused a true and correct copy of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FINAL ORDER to be served upon the following by the designated means:

Ronald Robert Hill 1412 Smith Avenue Nampa, ID 83651-1896	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email: rhill8150@gmail.com
Michael Witry Deputy Attorney General Department of Insurance 700 W. State Street, 3 rd Floor P.O. Box 83720 Boise, Idaho 83720-0043	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email: michael.witry@doi.idaho.gov



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BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE

STATE OF IDAHO

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

RONALD ROBERT HILL, holding Idaho
Resident Producer License No. 146765;

Respondent.

Docket No. 18-4079-22

**HEARING OFFICER'S FINDINGS
OF FACT, CONCLUSIONS OF LAW
AND PRELIMINARY ORDER**

This matter came before the hearing officer on an evidentiary hearing on February 27, and continued on March 6, 7 and 8, 2024. John Keenan, Deputy Attorney General, appeared on behalf of the Department of Insurance. Ronald Robert Hill appeared representing himself.

PROCEDURAL HISTORY

This matter began on April 15, 2022, with the Department's filing of a Complaint and Notice of Right to Hearing. Respondent failed to file an Answer and the Department sought entry of an Order of Default which occurred on July 11, 2023. The Respondent contacted the Department and asked that the Default be set aside and requested a hearing be set. An Order setting aside the Default Order was entered on July 21, 2022. A Hearing Officer was appointed

and Counsel filed a Notice of Appearance on behalf of Respondent.

A hearing date was initially set for January 24, 2023. This date was reset several times as the parties undertook discovery and potential settlement negotiations. On October 13, 2023, the Department filed a Motion for Leave to Amend Complaint. Respondent's attorney, subsequently filed a Notice of Withdrawal as Counsel. The Respondent filed an Opposition to Complainant's Motion for Leave to Amend Complaint and a request to set a new hearing date. After holding a hearing on the above Motions, the Hearing Officer entered an Order granting the Department's Motion for Leave to Amend Complaint and granted the Respondent's Motion setting a new hearing date of February 27, 2024. The Department filed the Amended Verified Complaint on December 29, 2023 which was Answered by Respondent, *Pro Se*, on January 16, 2024.

The Amended Complaint by the Department is comprised of Eight Counts alleging Multiple violations of Idaho Code § 41-1016 and a violation of Idaho Code § 41-247.

During the hearing on this matter the Department withdrew the cause of action alleged in Count II of the Complaint, leaving seven separate Counts against Respondent.

Following the hearing the parties filed briefing comprised of their closing arguments.

FINDINGS OF FACT

1. Mr. Hill at the time of hearing was licensed under the Idaho Department of Insurance, Non-Resident Producer License No. 146765. Subsequent to the hearing, on May 30, 2024, Mr. Hill voluntarily surrendered his Idaho License.

2. A consumer complaint was filed by an Idaho consumer with the Department on March 4, 2019 concerning the Respondent. Exhibit 1, Page 02 (Hereinafter Ex. #, Pg. #).
3. The complaint concerned an Indexed Universal Life (IUL) insurance policy issued by Pacific Life Insurance Company which was sold to the consumer by Respondent. Ex 1, Pgs 3-30, 524-613.
4. The consumer policyholder, was told that there existed with the IUL policy a means to provide an income stream for the policyholder. Ex. 1, Pgs 2, Ex 8, Pg 2455, Hearing Transcript Page 19, Lines 4-25, 20/1-8 (Hereinafter Hrg Tr Page #/ Line #).
5. The IUL policy was sold as part of a plan which also entailed the purchase of additional products, namely Future Income Payments LLC, ("FIP") investments. Ex. 1, Pg 2, Ex 3, Pgs 1133-1164, 1293-1371, Ex 7, 1613-41, Ex 8, Pg 2455; Hrg Tr 93/7-14, 23-5, 94/1-9.
6. FIP represented its product as a structure cash flow investment. FIP was to use investor funds to purchase pension payments at a discount and then would package and sell those pension payments to investors, the FIP investment, which then promised investors a designated range rate of return. Ex. 3, Pg 1141, Ex 9, Pg 2511; Hrg Tr 91/3-24.
7. The FIP investments were purchased by the consumer using proceeds from the sale of real estate owned by the consumer. Ex 7, Pgs 2000, 2173, Ex 8, Pgs 2455-57; Hrg Tr 19/12-25, 20/1-8, 43/5-8, 91/25, 92/1-3.
8. The premiums for the subject IUL policy were intended to be paid by returns generated by the purchased FIP investment. Ex. 1, Pg 2, Ex 3, Pg 1133-64, Ex 8, Pg 2456-7; Hrg Tr 43/10-17, 558/ 19-25, 559 /1-2.

9. The initial payment made on the policy was \$125,000.00 which included the Respondent's commission. Subsequent annual premiums were to be made in the amount of approximately \$258,000.00. Ex. 1, Pgs 2, 34, 112, 526, 677, 786-9; Hrg Tr 559/5-6.
10. The FIP investment subsequent to the purchase by the consumer ceased operations and failed to provide continuing returns to the consumer. Ex 3, Pg 1144, 1372-4, Ex 5, Pg 1495-6, 1499, Ex 9, Pg 2511; Hrg Tr 44/1-5, 234/8-14, 637/10-12.
11. The consumer was unable to pay the required premiums on the insurance policy. Ex 5, Pgs 1385-6, Ex 7, Pg 2001; Hrg Tr 44/9-13.
12. The IUL policy lapsed. Ex 1, Pg 926, Ex 8, Pg 2457.
13. An IUL policy was initially sought by the Respondent for the consumer from the insurance company Minnesota Life. Ex 1 Pg 799, Ex 5, Pg 1501, Ex 8, Pg 2455; Hrg Tr 66/1-5.
14. Policy application materials were filed out for this policy. Ex 1, Pg 799-801, 833-34, 883-903, Ex 8, Pg 2455.
15. This information was entered in the application by the Respondent. Hrg Tr 549/ 1-10, 551/22-3.
16. The policy application materials contained specific financial disclosures involving income, assets such as cash, real estate holdings, stocks, then liabilities and a calculated net worth. Ex 1, Pg 833-34; Hrg Tr 548/19-21, 549/11-14,
17. These numbers in the application were not accurate. Hrg Tr 549/15-25, 550/9-18, 21-25, 551/1-13, 552/11-13, 24-25, 553/1-4. This includes the amounts listed for the following entries:

Total unearned income, Assets-cash, Assets-real estate, Assets-stocks and bonds, Assets-others, Assets-total, Liabilities- mortgages, Estimated Net Worth, Total Net worth and Liquid Net Worth.

18. An offer of coverage / policy illustration was forwarded by Minnesota Life but was not

acted upon nor accepted. Ex 1 Pg, 799-800, 835- 878.

19. Respondent discussed with the consumer obtaining more favorable policy terms with a different carrier, Pacific Life. Ex 1 Pg, 929, Ex 5 1501, 1558, Ex 8 Pg, 2455; Hrg Tr 555/6-17, 557/1-6, 558/1-6, 662/11-16.

20. A policy application was filed out for Pacific Life. Ex. 1, Pgs 112- 23.

21. In addition to the application, an amendment to the application was subsequently submitted. Ex 1, Pgs 640-643.

22. The information in the policy application and the amendment to the application was entered by the Respondent. Ex 1, Pgs 640-642; Hrg Tr 63/23-24, 553/22-5, 554/1-2, 658/22-5, 659/1-2.

23. The financial disclosure numbers in the application and amendment to the application made to Pacific Life were not accurate. Ex 1 Pgs 640-642, 692-7; Hrg Tr 64/23-25, 65/1-18, 145/1-7, 14, 149/14-19. 164/21-4, 169/3-6, 561/8-12, 19-20, 25, 562/1-2. This includes the information listed for the following entries: Annual unearned income and Net Worth

24. Other information in the application made to Pacific Life, namely disclosures pertaining to whether other insurance had been applied for and the source of premium payments was not accurate. Ex 1, Pg 515-7, 799; Ex 8 Pg 2372-3, Hrg Tr 66/1-20, 157/16-22, 554/15-22, 558/1-6.

25. Financial disclosure numbers provided to Pacific Life were higher than those previously provided to Minnesota Life. Ex 1, 641, 833, 913.

26. The Pacific Life Policy Application was dated December 6, 2017. Ex. 1, Pgs 112- 23.

27. The Pacific Life Policy Application amendment was dated April 9, 2018 Ex. 1, Pgs 108-11, 396-399.

28. Policy premiums were paid on the Pacific Life IUL policy on December 7, 2017, one day after the policy application was signed. Ex 7, Pgs 2174-6; Hrg Tr 674/19-25, 675/1-2.

29. The Pacific Life Policy was issued with an effective date of December 20, 2017. Ex. 1 Pgs 526.
30. The Pacific Life Policy had a capability to be cancelled within 20 days of policy delivery. Hrg Tr 41/17-25, 42/1-12, 117/24-5, 119/19-25, 120/3.
31. The delivery of the Pacific Life Policy was established by the company as being April 9, 2018. Ex 1, 638, 920; Hrg Tr 137/22-3, 195/25, 196/1-4, 646/6-12.
32. The consumer was not aware of the date the policy cancellation period commenced. Ex 1, Pg 34; Hrg Tr 564/1-19, 564/1-14, 570/17-25, 571/1-7, 641/1-3, 676/22-5, 677/1-6.
33. The consumer was also not aware of the true nature of the FIP product and the format used for providing an investment return. Ex 1, Pg 3, Ex 3, Pgs 1372-3; Hrg Tr 558/14-25, 559/1-6.
34. On August 30, 2019, Respondent filed with the Department a renewal application for his Resident Producer license. Ex. 2, Pgs 1116-1118.
35. On March 2, 2019, and again on March 27, 2019, Respondent was charged in Canyon County, Idaho with multiple criminal misdemeanor offenses. Ex. 5, Pgs 1458-1468, 1572-1589.
36. The application form contains a question which asks "Have you been convicted of a misdemeanor, had a judgment withheld or deferred, or are you currently charged with committing a misdemeanor, which has not been previously reported to this insurance department?". Ex. 2, Pgs 1116-1118.
37. Respondent answered "No" to this inquiry. Ex. 2, Pgs 1116-1118.
38. Three of the misdemeanor charges, those filed on March 27, 2019 were dismissed on August 23, 2019. Ex 5, Pgs 1572-1589.
39. A charge of battery brought on March 2, 2019 was not adjudicated until February 12, 2020, when Respondent was found guilty. Ex. 5, Pgs 1458-1468.

40. In connection with the filing of the renewal application Respondent contacted the Department and reported the battery charge indicating that he would provide the Department with documentation concerning the charge. Ex. 1, Pg 1061.
41. The renewal application form also contains a question which asks "Have you been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding regarding any professional or occupational license or registration, which has not been previously reported to this insurance department. Ex 2, Pgs 1116-1118.
42. Respondent answered "No" to this inquiry. Ex 2, Pgs 1116-1118.
43. The license renewal application form contains an attestation clause which has the applicant certifying "that, under penalty of perjury, all of the information submitted in this application and attachments is true and complete." Ex 2, Pgs 1116-1118.
44. Respondent provided this attestation and certification. Ex. 2, Pgs 1116-1118.
45. On February 1, 2021, the Idaho Department of Finance Securities Bureau commenced an action against the Respondent in the Idaho Third District Court for Canyon County, Case No. CV14-21-00899. Ex. 9, Pgs 2487-2506.
46. Case No. CV14-21-00899 alleged that Respondent in regards to Future Income Payments LLC, ("FIP") investments had violated the Idaho Uniform Securities Act (2004), by (1) selling unregistered, non-exempt securities in violation of Idaho Code § 30-14-301; (2) acting as an unregistered broker in violation of Idaho Code § 30-14-401; (3) acting as an unregistered investment adviser in violation of Idaho Code § 30-14-403; and (4) making material misrepresentations and omissions to Idaho investors regarding the investments. Ex. 9, Pgs 2487-2506.
47. The subject IUL was connected to the subject matter of Case No. CV14-21-00899. Ex. 9, Pgs 2487-2506, 2510-2516.
48. A Judgment and Permanent Injunction was entered by the court against Respondent on
- HEARING OFFICER'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND
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August 25, 2021 in Case No. CV14-21-00899. This judgment was in the amount of \$92,430.45. Ex 2, Pgs 2507-8.

49. In connection with the Judgment, in Case No. CV14-21-00899, Respondent entered into a Stipulation and Consent to Entry of Judgment with the Department of Finance on August 20, 2021, which contained numerous provisions regarding the contended securities violations and a stipulation. Ex. 9, Pgs 2510-2516.

50. The following language is found regarding the activities of Respondent in the sale of the FIP Investments to the Idaho Investors. Respondent (identified as Defendant):

did inadequate, due diligence prior to recommending these investments to the Idaho Investors, Defendant was not aware of the felony conviction for the FIP founder and did not disclose it to the Idaho Investors. Defendant was not aware of the many legal actions against FIP and did not disclose them to the Idaho investors.

Further, Respondent:

violated four provisions of the IUSA: (1) sale of unregistered, non-exempt securities in violation of Idaho Code § 30-14-301; (2) acting as an unregistered broker in violation of Idaho Code §30-14-401; (3) acting as an unregistered investment adviser in violation of Idaho Code § 30-14-403; and (4) making material misrepresentations and omissions to the Idaho Investors regarding the FIP Investment in violation of Idaho Code § 30-14-501(2) (collectively, the "Securities Violations").

Ex. 9, Pg 2512.

51. The Stipulation also contains the following agreement by Respondent:

that he shall not deny or contest the violations in the present or in the future, nor in any criminal proceedings involving Finance. The Respondent agreed that in any lawful proceedings relating to the violations identified in subparagraph (g) above, that involves Finance or any other Idaho state agency, the Respondent is collaterally estopped from relitigating in any forum the accuracy of the Security Violations.

Ex. 9, Pgs 2512-13.

52. A Writ of Execution was entered on the Judgment entered against Respondent in Case No. CV14-21-00899. This Writ was returned unsatisfied on January 4, 2023. Ex. 7, Pgs 2166-2172.

53. This Judgment remains unsatisfied. Hrg Tr 88/4-6.

54. An action was filed against Respondent by Pacific Life Insurance Company in the Idaho Third District Court for Canyon County, Case No. CV14-22-02203 which resulted in a Judgment being entered against Respondent on September 28, 2022. Ex. 5, Pgs 1469-70.

55. A Writ of Execution was entered on the Judgment and this Writ was returned unsatisfied. On May 1, 2023. Ex 5, Pgs 1472-1474.

56. Following the filing of the consumer complaint in this matter the Department commenced an investigation and as part of that investigation made a request for information to Respondent. Ex 1, Pgs 31-33; Hrg Tr 29/16-25, 30/1-15, 153/1-25, 154/1-3.

57. After receiving certain materials in response from Respondent, the Department made a follow up request for information. Ex 1, Pgs 369, 471-645; Hrg Tr 159/ 7-23.

58. The information ultimately provided did not include all requested or relevant information. Hrg Tr 327/25, 328/1-12, 17-19, 329/6-8.

59. The consumer made repeated requests of the Respondent to provide information concerning the status of her policy and concerns arising over the failure of FIP and corresponding policy premium payments. Ex 1, Pgs 2-3, 34, 75-96; Hrg Tr 563/16-25, 564/1-10, 23-5, 565/1-3, 570/11-17, 637/1-9, 639/15-25, 641/1-3.

60. The consumer made a request of the Respondent to file an errors and omissions claim with his insurer regarding the FIP product and insurance transactions Ex 1, Pgs 94-96 Ex 3, Pg 1373; Hrg Tr 54/23-5, 55/1-24.

61. The consumer made repeated request of the Respondent to file this claim, ultimately filing the claim themselves regarding the transactions Ex 1, Pgs 101-2, Ex 3, Pg 1373, Ex 7, 1674, 1840.

62. Respondent's carrier opened a claim on the matter and the claims service assigned to the matter requested that Respondent provide information and documents pertaining to the matter.

Ex 7, 1981.

63. Respondent failed to provide information as requested and the claims service made additional repeated requests for information and documents. Ex 7, 1975-6, 1979, 1981, 1983.

CONCLUSIONS OF LAW

64. The Amended Complaint by the Department alleges multiple violations of Idaho Code § 41-1016 and a violation of Idaho Code § 41-247.

65. The pertinent provisions of Idaho Code § 41-1016(1) provide the Director of the Department of Insurance the authority to impose a penalty, not to exceed one thousand dollars (\$1,000) per instance, for the violation of this provision and the capability to deny an applicant's request for a producer license (or renewal of that license) based upon the following:

(a) Providing incorrect, misleading, incomplete or materially untrue information in the license application;...

(e) Misrepresenting the terms of an actual or proposed insurance contract or application for insurance or misrepresenting any fact material to any insurance transaction or proposed transaction; ...

(h) Using fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility, or being a source of injury and loss to the public or others, in the conduct of business in this state or elsewhere; ...

Idaho Code § 41-247 provides:

The director shall have power to direct an inquiry in writing to any person subject to his jurisdiction with respect to any insurance transaction or matter relative to a subject of insurance resident, located, or to be performed in this state. The person to whom such an inquiry is addressed shall upon receipt thereof promptly furnish to the director all requested information which is in his possession or subject to his control.

66. In summary the claims against the Respondent are as follows:

Count I- a violation of Idaho Code § 41-1016(1)(h) based upon the violation of the Idaho Uniform Securities Act (four instances);

Count III - violations of Idaho Code §§ 41-1016(e) and (h) by misrepresenting information in the policy applications to two insurance companies and using dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility, or being a source of injury and loss to the public or others, in the conduct of business (nineteen instances);

Count IV - a violation of Idaho Code § 41-247 in the failure to provide requested information to the Department;

Count V - the violation of Idaho Code § 41-1016(1)(h) pertaining to the outstanding judgments which are contended to be a demonstration of financial irresponsibility and being a source of injury and loss to the public in the conduct of business;

Count VI - the violation of Idaho Code § 41-1016(1)(a) by providing incorrect, misleading, incomplete, or materially untrue information in a license application;

Count VII - the violation of Idaho Code § 41-1016(1)(h) by the failure to timely provide the consumer a copy of the subject IUL policy and inform the consumer about their look back period for the policy; and

Count VIII - the violation of Idaho Code § 41-1016(1)(h) by dishonest practices and/or the demonstration of incompetent and/or untrustworthy actions in failing to timely provide the consumer and the Respondent's insurance carrier requested information and documentation.

67. This action brought against the Respondent is part of a series of protracted events and litigation involving multiple parties. The Respondent in the course of selling investment products and policies to a number of Idaho consumers has, at least as made part of the current record, been

named a party in an action brought by the Department of Finance alleging Idaho Securities violations, (Ex 9, Pg 2510-2516) an action brought by Pacific Life Insurance Company for repayment of commissions, (Ex. 5 pgs 1469-70, Ex 6, Pg 1662), a Receiver complaint seeking return of funds, (Ex 6, Pgs 1601-1611), an action by the consumer against Respondent and Pacific Life Insurance Company seeking damages, (Ex 3, Pgs 1133-1291, Ex 8, Pgs 2454-78), and the pursuit of an Errors and Omissions claim by the consumer against Respondent's carrier, (Ex 7, Pg 1652-2165). Also, relevant to the matter at had are the numerous actions brought against the FIP LLC (Ex 6, Pg 1601, Ex 7, Pgs 1243-50).

68. The course of dealings Respondent had with the consumer, illustrate as a whole, the goal of having the consumer purchase the IUL policy in connection with the FIP products as an investment intended to provide an income stream. The extent of the dealings and exact nature of the information provided to the consumer along with the precise timeline of the events was contested in the hearing, but did establish that the efforts of Respondent failed to provide the consumer with a full and complete understanding of the relatively complex nature of the transactions entered into and products purchased.

69. It is clear from the voluminous exhibits and extensive testimony, that Respondent ultimately sold to the consumer, products which were expensive higher risk investments that while attractive for the rate of return, were not appropriate under the circumstances. Hrg Tr 250/1-14, 265/3-15, Ex 3, 1292-1373. Respondent linked these two separate products, one ultimately determined to be a security, which he was not licensed to sell, the other, an expensive insurance product designed to be sold under specific circumstances and applicant qualification requirements. The FIP investment did provide for a short time, a return to the consumer. Ex 8, Pg 2457; Hrg Tr 44/1-5, 234/8-14, 637/10-12.

70. The collapse of FIP LLC had the corresponding fallout of terminating the payout stream to the consumer. This led to an inability to pay for the IUL policy and the termination of the policy. This resulted in the combined loss to the consumer of the purchase price of the FIP product and the premiums paid for the IUL policy.

71. These losses were a direct consequence of the efforts of the Respondent to ascertain a way to get the consumer qualified to obtain, and ultimately purchase what can be described as a questionable investment package. One which should have not been pressed upon her given her resources, and one which if proper application procedures had been followed, at least as far as the subject IUL policy, likely would not have been sold to her by the carrier.

72. Additionally, the facts reveal that the source of the IUL policy was changed during the time period Respondent was attempting to finalize the transactions. The apparent mid stream transition from one insurance company to another as the source of the IUL policy, hastened a review and approval process, due in part to Respondent's repeated insistence on completing the transaction and consummating the deal in as short a timeline as possible. Ex 1, Pgs 911-16, 919-21. This also led to a situation which obfuscated the circumstances of the consumer's knowledge of when the cancelation period for the policy commenced.

73. The aftermath of the FIP investment failure again, had not only the effect of the consumer's loss of the significant investment amount but as also indicated, an inability of consumer to make payments on the IUL policy. The consumer subsequently undertook efforts to obtain reimbursement of both the FIP purchase funds and the subject IUL policy premiums. These efforts at seeking any and all available remedies were frustrated in part by Respondent. While it is apparent that Respondent did make attempts to obtain information regarding the FIP investments and potential recourse following the failure of FIP, it is also shown in the record, that

Respondent's efforts regarding assistance to the consumer were at best intermittent or sporadic. This included, but is not limited to the interaction with the consumer and Respondent's own carrier and the potential pursuit of an errors and omissions claim.

74. The Findings made in this matter are focused upon the Counts presented by the Department, but reflect only a small portion of the evidence presented and considered. As indicated above, the numerous actions in which Respondent has been involved as a consequence of these and related transactions, cover a broad scope. While this certainly framed and gave a necessary context to the specific violations alleged here, the charges against Respondent can be categorized in a somewhat narrow manner, (1) practices which are dishonest or show incompetence, untrustworthiness and /or financial irresponsibility and /or a source of injury, then matters which (2) concern a failure to cooperate and respond / provide requested information to the Department and (3) the improper act of providing incorrect information in a license renewal application.

75. **As to Count I**, the earlier case brought by the Department of Finance against the Respondent resulted in a Stipulation and Consent to Judgment which by the language of that agreement bars Respondent from raising any subsequent challenge to the determination of these violations. Ex 9, Pgs 2512-3. As a result, Respondent cannot contest the effect of that Stipulation. It is also clear from the record that the acts of Respondent in the sales of the FIP product directly tied that product to the subject IUL insurance policy sold to the consumer. Respondent was not licensed to sell the FIP products. Undertaking these sales, linked as they were to the Respondent's conduct of business under his Resident Producer License constitutes violations of Idaho Code § 41-1016(1)(h) by demonstrating dishonest practices or incompetence, or untrustworthiness and having been a source of injury and loss to the subject Idaho consumer.

76. Respondent is found to be in violation, four (4) separate times, of Idaho Code § 41-1016(1)(h).

77. **As to Count II** this Count is dismissed.

78. **As to Count III**, the regulations are directly designed to establish procedures to protect clients from the very circumstances present in this case. Had Respondent faithfully and accurately completed the application materials it is likely the subject IUL policy would not have been issued. Questions were being asked about the consumer's qualifications. Inquiries were being made to Respondent about the consumer's assets and the source of income to pay the premiums. (Ex 1, 911-6). The numbers provided are not just suspect. The consumer testified that the numbers used in both applications, the Minnesota Life policy and the subject Pacific Life policy were inaccurate. These numbers were entered by the Respondent. The Pacific Life application was originally primarily left blank, Ex 1, Pgs 112-23, with a later amendment, Ex 1, Pgs 108-9, having a typewritten supplement to the earlier blanks left in the form. It is unclear from the record if the numbers from the Minnesota Life application were imported in full or only a partial manner.

79. Of further note though, is that within Pacific Life's file notes, comprised in part of interoffice e-mails, there is a specific reference to the available source of premium funding for the policy being a "purchased structured settlement". Ex 1, Pg 394. This too is incorrect as the premium source was in fact intended to be the FIP product proceeds.

80. The Department in Count III asserts that Respondent violated Idaho Code §§ 41-1016(e) in providing false or having misrepresented information in both policy applications. The Department in the Amended Complaint alleged a total of four violations under this Count. Following the hearing, in closing briefing, the Department has increased this number to nineteen

violations of Idaho Code § 41-1016(e) totaling up a list of each separate misrepresentation in the information provided by Respondent in the applications and other contended misrepresentations. This increase is presumably the result in the hearing of the disclosure of additional evidence which was made part of the record.

81. The Respondent provided little substantive information in response to the allegations and evidence that the numbers provided in the applications were false.

82. A review of the record indicates in the Minnesota Life policy application a total of ten material numerical incorrect entries. See Finding Number 17. These were for the following: Total unearned income, Assets-cash, Assets-real estate, Assets-stocks and bonds, Assets-others, Assets-total, Liabilities mortgages, Estimated Net Worth, Total Net worth, and Liquid Net Worth.

83. On the Pacific Life policy application and amendment to the application a total of two material numerical incorrect entries are identified. See Finding Number 23. These were for, Annual unearned income and Net Worth. Additionally, the Pacific Life policy application contains an incorrect entry regarding disclosures pertaining to whether other insurance had been applied for.

84. The Pacific Life policy application contains incorrect information regarding the source of premium payments. See Finding Number 24.

85. Given the evidence presented and the circumstances at hand, it is determined that each of these entries can be determined to be violations which warrant a penalty. Again, it can be concluded that this false information provided in these applications and the failure to properly identify the exact nature of the source of premium payments as being from the FIP product, led

to the approval and issuance of the subject IUL policy. This directly gave rise to harm suffered by the consumer.

86. The evidence establishes that Respondent on fourteen occasions violated the Idaho Code § 41-1016(1)(e) by misrepresenting the terms of an actual or proposed contract application for insurance or misrepresenting facts material to an insurance transaction or proposed transaction.

87. Additionally, the Respondent in procuring the Pacific Life policy by such means is found to have violated of Idaho Code § 41-1016(1)(h) by demonstrating dishonest practices or untrustworthiness and having been a source of injury and loss to the subject Idaho consumer.

88. **As to Count IV** after the filing of the consumer complaint the Department began an investigation and as part of that process made efforts to contact Respondent and ascertain information regarding the consumer and the activities of the Respondent. Initial materials provided by the Respondent did not provide specific information requested or a full disclosure of all relevant information. The Department, also provided to Respondent, upon his request, additional time to respond. Follow up exchanges also proved ultimately to not provide the Department the information sought, including full disclosure of pertinent documentation and descriptive statements of the events and transaction details involving the consumer. This particular information being necessary to explain the analysis undertaken in the underlying determination of suitability of the product being sold, here a niche type of policy. Hrg Tr 327/25, 328/1-12, 21-5, 329/9-19.

89. The evidence establishes that Respondent failed to adequately respond to Department requests to provide in a timely manner, information and requested materials to facilitate the Department's investigation.

90. Respondent is found to be in violation, one (1) time, of Idaho Code § 41-247.

91. **As to Count V** the evidence establishes that Respondent had two separate Judgments entered against him, one by consent. Efforts to collect on these judgments were unsuccessful and they remain unsatisfied. Respondent asserted without substantiation, that an agreement had been reached to extend the timeline for payment of the judgment held by the department of Finance. Hrg Tr 102/1-25, 103/1-25, 104/1-25, 105/1-13. Payment terms were allowed under that judgment (Ex 5 Pgs 1469-70) but payments were not made. A Writ of Execution was subsequently undertaken and returned unsatisfied.

92. Regarding the second judgment (that from Pacific Life) the evidence established that the Respondent and Pacific Life stipulated to not execute on the judgment pursuant to an agreed payment plan. Ex 1012. Evidence also showed that a series of payments had been made but apparently ceased. Id. Following those payments, however, execution was undertaken with the writ being returned unsatisfied.

93. While the Respondent contends that evidence establishes a course of payments and agreements to hold off on further collection efforts, the evidence submitted shows to the contrary, namely that both judgments were executed upon, obviously in an effort to collect following non- payment. Both judgments remain unsatisfied. Both judgments must also be noted as being related to the subject policy transactions.

94. As a result of the failure to satisfy these judgments, Respondent is found to be in violation, one (1) time, of Idaho Code § 41-1016(1)(h) by demonstrating financial irresponsibility.

95. **As to Count VI** the evidence establishes that Respondent failed to correctly indicate in his renewal application that he had in fact been charged with a criminal offense that required disclosure. The evidence presented regarding the Respondent's renewal application and

disclosure of criminal charges was complicated by the close overlap of events, a similarity of charges made and interconnected timeline of the application filing along with a failure to fully disclose information. Respondent was faced with separate charges on two different occasions. Although one set of charges was dismissed, the second one was still pending at the time the application was submitted. The earlier filed criminal charges were dismissed just prior to the submission of the renewal application. The second charges, pending at the time of the application, were not, however, disclosed on the application by Respondent. What Respondent did do though was contact the Department and report a battery charge, also indicating that he would provide the Department with documentation.

96. The record does not reveal what follow-up to that e-mail occurred. The Department focuses upon the inaccuracy of the information provided in the application form. The answer to the inquiry regarding the filing of charges, as being “No” rather than what should have been an affirmative response and acknowledgment of the charge. The Respondent, focuses not upon his follow-up e-mail providing notification, but a mistaken interpretation that the application requires only disclosure of convictions, not simply the fact a current misdemeanor charge is pending. As noted, the application language is as follows:

Have you been convicted of a misdemeanor, had a judgment withheld or deferred, or are you currently charged with committing a misdemeanor, which has not been previously reported to this insurance department?

Conviction of an offense, however, is not required, the filing of a current charge mandates disclosure.

97. To this, the Respondent indicated “No”. This is in error. While the follow-up notification was provided, Respondent could have alleviated potential confusion regarding the status of events if he had correctly answered the inquiry.

98. Next, the Department notes that the Respondent also answered “No” as to whether he

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had been involved in administrative proceeding. Clearly the Department of Finance action is within this area of inquiry. Respondent asserts that information regarding this action had been previously provided to the Department, removing the requirement of an affirmative answer to the application inquiry. The application inquiry has a modifier which notes the answer is referencing matters for which the Department has not been previously notified. Respondent notes telephone records showing calls made to the Department, Ex 1006; Hrg Tr 584/2-22, and references concerning attorney contacts with the Department, Ex 1007; Hrg Tr 585/10-21. The Department in turn, does not directly deny receiving prior knowledge of the proceeding by the Department of Finance.

99. In sum, Respondent did err in his renewal application responses. At a minimum he should have provided an affirmative response to the inquiry regarding the filing of a criminal charge. While he did provide a follow-up message to the Department regarding the charge, any confusion resulting from the incorrect response could have been otherwise avoided.

100. As to the answer regarding the prior action by the Department of Finance, again relying on notification by phone call, and supposed contact by counsel appears questionable at best. Once more an affirmative answer directly noting the action, then providing follow-up documentation to explain, would have been an easy method to avoid further confusion, or an allegation of providing incorrect information. This is clearly anticipated with an additional question in the application where it asks if an applicant, when responding yes to an inquiry, is providing additional documentation regarding the questions answered. The form contemplates giving additional information, obviously to address the need to fully inform the Department about matters concerning responses which may potentially disqualify an applicant.

101. The Respondent here attempts to explain inaccurate entries with his follow-up e-mail and the assertion that prior information was conveyed to the Department. A violation of the

application requirements did take place. Again, confusion resulting from these incorrect entries could have been avoided. However, given the nature of the record presented and the attempts by the Respondent to provide information, the assessed penalty will be at a reduced amount.

102. Respondent is found to be in violation, one (1) time, of Idaho Code § 41-1016(1)(a).

103. **As to Count VII** the evidence establishes that Respondent failed to provide to the consumer, in a timely manner, a copy of the subject insurance policy and inform the consumer about the applicable cancellation time period. The delivery of the Pacific Life Policy was established by the company as being April 9, 2018. This was based upon a signature receipt. The consumer was hesitant to definitively identify the signature on the receipt but did indicate that it was possibly their signature. From the record, the efforts to contact the consumer and verify that a copy of the policy was provided, appear to have been driven primarily by the intermediary marketing organization on behalf of Pacific Life more so than by the Respondent. Ex 1, Pgs 710-718.

104. Of note is that the timeline for this policy delivery occurred well after the initial start date of the policy. An amendment of the policy occurred and even though signed for delivery was later, Pacific Life had authorized the start date to commence before actual indicated policy receipt. This is important as the indicated delivery date is in the timeframe where the FIP payments had already ceased, creating the inability of the consumer to continue policy premium payments. The failure then of the Respondent to notify the consumer of the cancellation period is important. As noted by the consumer, had they known of the cancellation period they would have acted to cancel and obtain a refund. Hrg Tr 640/15-18, 675/8/25, 676/22-5. While the evidence presented creates a dispute over when the consumer did receive the policy, it can be concluded that no matter which date it was delivered, that Respondent failed to inform the consumer of the applicable cancellation timeline.

105. As a result, Respondent is found to be in violation, one (1) time, of Idaho Code § 41-1016(1)(h) by demonstrating untrustworthiness and being a source of injury and loss.

106. **As to Count VIII** the evidence establishes that the Respondent failed to respond to both the consumer and Respondent's own insurance carrier, requests to provide in a timely manner, information and requested materials to facilitate the consumer and the insurance carrier in both information gathering and the pursuit of an error and omissions claim. The consumer, following the failure of FIP and the cancelation of the Pacific Life IUL policy, undertook efforts to seek a potential recovery from Respondent's carrier under the errors and omissions coverage.

107. Respondent asserts that he provided assistance, but the consumer would not accept the ultimate determination of Respondent's carrier that no recovery was available. Respondent, however, fails to acknowledge that the consumer was, prior to this denial, initially faced with several delays in receiving appropriate information, documents and action from Respondent and suffered further from Respondent's failure to timely follow up with his own carrier multiple requests to provide information to assist in processing the claim. Ex 7, Pgs 1975-1983. The delays also resulted in the premature closing of the claim which then later had to be reopened. Although not terminal, it is obvious that timely responses to his carrier could have facilitated the handling of the claim in a more expedient manner, providing the consumer with an earlier determination of potential coverage as well as provide the consumer additional recourse in other ancillary actions.

108. Respondent's failure to provide information and materials as requested to both the consumer and his carrier, as well as the failure to promptly file the claim with his carrier is a violation, one (1) time, of Idaho Code § 41-1016(1)(h) by demonstrating incompetence, untrustworthiness and being a source of injury and loss.

PRELIMINARY ORDER

IT IS HEREBY ORDERED that RONALD ROBERT HILL pay the following administrative penalties;

Under Count I- as a result of violations of Idaho Code § 41-1016(1)(h) in four (4) instances, the sum of One Thousand Dollars (\$1,000.00) for each instance, a total of Four Thousand Dollars (\$4,000.00);

Under Count III - as a result of violations of Idaho Code § 41-1016(1)(e) in fourteen (14) instances, the sum of One Thousand Dollars (\$1,000.00) for each instance, a total of Fourteen Thousand Dollars (\$14,000.00);

And as a result of a violation of Idaho Code § 41-1016(1)(h), the sum of One Thousand Dollars (\$1,000.00);

Under Count IV - a violation of Idaho Code § 41-247 the sum of One Thousand Dollars (\$1,000.00);

Under Count V - the violation of Idaho Code § 41-1016(1)(h) the sum of One Thousand Dollars (\$1,000.00);

Under Count VI - the violation of Idaho Code § 41-1016(1)(a) the sum of Five Hundred Dollars (\$500.00);

Under Count VII - the violation of Idaho Code § 41-1016(1)(h) the sum of One Thousand Dollars (\$1,000.00); and

Under Count VIII - the violation of Idaho Code § 41-1016(1)(h) the sum of One Thousand Dollars (\$1,000.00);

For a total administrative penalty in the amount of Twenty Three Thousand and Five Hundred Dollars (\$23,500.00).

IT IS HEREBY ORDERED that Count II of the Department's Amended Verified Complaint is hereby DISMISSED;

IT IS FURTHER ORDERED that the Idaho Resident Producer License No. 3272395 issued to Respondent RONALD ROBERT HILL is REVOKED effective immediately; and, that RONALD ROBERT HILL shall not submit, nor shall the Department consider, any application of RONALD ROBERT HILL for licensure under title 41, Idaho Code, for a period of five (5) years from the date upon this Preliminary Order becomes a Final Order by operation of law or otherwise;

IT IS FURTHER ORDERED that in the event that RONALD ROBERT HILL files an application for a license authorized under title 41, Idaho Code, that in accordance with section 41-1016(6), Idaho Code, RONALD ROBERT HILL shall be required to show good cause why the prior revocation of Idaho Resident Producer License No. 3272395, shall not be deemed a bar to the issuance of a new license authorized under title 41, Idaho Code;

IT IS FURTHER ORDERED that RONALD ROBERT HILL shall not apply for a license as authorized under title 41, Idaho Code, until the administrative penalty as imposed herein has been paid in full.

NOTIFICATION OF RIGHTS

This is a preliminary order of the Hearing Officer. It can and will become final without further action of the Department of Insurance unless any party petitions for reconsideration before the Hearing Officer or appeals to the Director for the Department of Insurance (or the designee of the Director). Any party may file a motion for reconsideration of this preliminary order with the Hearing Officer within fourteen (14)

days of the service date of this order. The Hearing Officer will dispose of the petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. *See Idaho Code §67-5243(3).*

Within fourteen (14) days after (a) the service date of this preliminary order, (b) the service date of the denial of a petition for reconsideration of this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration of this preliminary order, any party may in writing appeal or take exception to any part of the preliminary order and file briefs in support of the party's position on any issue in the proceeding to the Director of the Department of Insurance (or the designee of the Director.) Otherwise, this preliminary order will become a final order of the Department of Insurance.

If any party appeals or takes exception to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal within the Department of Insurance. Written briefs in support of or taking exception to the preliminary order shall be filed with the Director of the Department of Insurance (or the designee of the Director). The Director may review the preliminary order on his own motion.

If the Director of the Department of Insurance (or his designee) grants a petition to review the preliminary order, the Director (or his designee) will allow all parties an opportunity to file briefs in support of or taking exception to the preliminary order and may schedule oral argument in the matter before issuing a final order. The Director (or his designee) will issue a final order within fifty-six (56) days of receipt of the written briefs or oral argument, whichever is later, unless waived by the parties for good cause shown. The Director (or his designee) may remand the matter for further evidentiary

hearings if further factual development of the record is necessary before issuing a final order.

Pursuant to Idaho Code §§ 67-5270 and 67-5272, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which: (1) the hearing was held, (2) the final agency action was taken, (3) the party seeking review of the order resides, or operates its principal place of business in Idaho, or (4) the real property or personal property that was the subject of the Department's action is located.

This appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. *See* Idaho Code § 67-5273. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

DATED this 26th day of July, 2024.

By: David V. Nielsen
David V. Nielsen
Hearing Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of July, 2024, I served a true and correct copy of the foregoing by delivering the same to each of the following party, by the method indicated below, addressed as follows:

John C. Keenan Deputy Attorney General Idaho Department of Insurance 700 W. State Street, 3 rd Floor P.O. Box 83720 Boise, ID 83720-0043	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand-Delivered <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Electronic mail John.keenan@doi.idaho.gov
Ronald Robert Hill 1412 Smith Ave Nampa, ID 83651-1896	<input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Electronic mail Rhill8150@gmail.com



David V. Nielsen