

FILED

DEC 09 2024

Department of Insurance
State of Idaho

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE
STATE OF IDAHO

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

KALEB HIROMU HOOVER, an individual
holding Idaho Resident Producer License
No. 17675909,

Respondent.

Docket No. 18-4126-22

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 11, 2024. On July 22, 2024, pursuant to Idaho Code § 67-5245 the Director served his *Notice of Director's Intent to Review Preliminary Order* ("Notice"). Both parties had the opportunity to submit final briefs, though only the Complainant, Idaho Department of Insurance ("Department" or "the Department") did so. The Director requested briefing on the following issues:

1. Whether the discipline imposed by the Hearing Officer in his Preliminary Order relating to Counts I to XIV of the Department's Complaint was appropriate.
2. In considering the first issue, namely whether the discipline imposed by the Hearing

Officer was appropriate, the following matters were to be addressed:

- a. Whether the license suspension as imposed by the Hearing Officer is consistent with Idaho law under the findings of fact and conclusions of law;
- b. Whether the Hearing Officer's use of "show cause" hearing under Idaho Code § 41-1026(3) is an abuse of discretion;
- c. Whether the findings of fact and conclusions of law finding twenty-four (24) total violations was clear error.

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 Complainant's brief as provided by Idaho Code § 67-5249.

FINDINGS ON REVIEW

Whether the discipline imposed by the Hearing Officer relating to counts I to XIV was appropriate.

The Hearing Officer ordered that the Respondent's "license be suspended for 3 months for each violation of the Idaho Code identified above." *Preliminary Order*, ¶ 235. The Director finds this discipline wholly inadequate given the severity of the Respondent's violations. The evidence shows that the Respondent deliberately preyed on those most vulnerable to deception: the elderly and infirm. The record even suggests that the Respondent posed as a prominent member of a local church to gain a victim's trust. (Tr. 25:20-26:2).

Idaho Code § 41-113 admonishes that good faith, abstention from deception, and honest and equitable practices are prerequisites for all engaged in the business of insurance. The Respondent made it his practice to engage in dishonesty for his own profit at the expense of the reputation of the industry and to the detriment of dozens of susceptible, trusting consumers.

Since the Director finds that suspension is inadequate and instead opts for revocation, the

question of whether the Hearing Officer's use of a "show cause" hearing under Idaho Code 41-1023(3) is an abuse of discretion is made moot.

The Hearing Officer levied an administrative penalty of \$250 per violation. The Director finds that a mere 25% of the statutory limit of \$1,000.00 per violation inadequate given the nature and wantonness of the violations. The Director therefore exercises his discretion in imposing a \$1,000.00 penalty for each violation.

Whether the findings of fact and conclusions of law finding twenty-four (24) total violations was clear error.

The Hearing Officer referenced twenty-four (24) violations, but a simple accounting of the violations the Hearing Officer found in the Preliminary Order shows thirty-two (32). This was clear error.

FINAL ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that,

1. The Hearing Officer's July 11, 2024, *Findings of Fact, Conclusions of Law, and Preliminary Order* is adopted, with the following exceptions:
2. Paragraph 235 of the Preliminary Order is amended as follows:

Based on the findings of fact and conclusions of law set forth above, it is hereby ordered that, pursuant to Idaho Code §§ 41-1016, 41-117, and 41-1026(3), Hoover's Idaho Resident Producer License No. 17675909, is revoked. Hoover shall not be issued a new license under title 41, Idaho Code, for a period of five (5) years after which time, in the event Hoover seeks a new license, Hoover must petition and show good cause why the prior revocation should not be deemed a bar to the issuance of a new license.

3. Paragraph 236 is amended as follows: "Hoover is ordered to pay an administrative penalty of \$1,000.00 for each violation of the Idaho Code identified above, for a total of thirty-two thousand dollars (\$32,000.00)."

Dated this 8th day of December 2024

State of Idaho
Department of Insurance

A handwritten signature in blue ink, appearing to read "Dean L. Cameron", with a long horizontal flourish extending to the right.

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 9th day of December 2024, I caused a true and correct copy of the foregoing FINAL ORDER to be served upon the following by the designated means:

Kaleb Hoover Respondent 1320 S. Millmeadow Loop #102 Nampa, ID 83686	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile
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.

KALEB HIROMU HOOVER, holding Idaho
Resident Producer License No. NPN 17675909

Respondent.

Docket No. 18-4126-22

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
PRELIMINARY ORDER

BACKGROUND

1. On August 22, 2022, the Idaho Department of Insurance (the “Department”) filed a Verified Complaint and Notice of Right to Hearing (“Complaint”) against Kaleb Hiromu Hoover (“Hoover”), whose Idaho resident Producer License was No. 536471.

2. The Complaint alleges 14 counts against Hoover, each with multiple violations of Idaho Code § 41-1016 in his dealings with individuals.

3. The hearing on this matter was initially set to begin March 21, 2023.¹ The hearing was later reset to begin April 13, 2023.²

4. On March 17, 2023, Hoover filed a Motion to Vacate Hearing and Authorize Discovery.³ This motion was granted in part, and a hearing was set for April 6, 2023 to

¹ Notice of Hearing (dated November 16, 2022).

² Amended Notice of Hearing (dated February 28, 2023).

³ Motion to Vacate Hearing and to Authorize Discovery (dated March 17, 2023).

address any remaining issues after the parties had met and conferred to resolve discovery disputes.⁴

5. At the April 6, 2023 hearing, the parties informed the hearing officer that a criminal case had been filed against Hoover related to matters that overlapped the issues in this case. As a result, the parties indicated that this case should be stayed pending the resolution of the criminal case. An Order Staying Case was entered on April 11, 2023.⁵

6. On November 20, 2023, the Department moved to vacate the stay on the grounds that trial in the criminal case had been reset multiple times, and that this case needed to move forward due to the advanced age of many of the witnesses. The Department's motion further pointed out that two of the witnesses had already passed away.⁶

7. After briefing and a hearing, the stay was lifted, and this matter was set for hearing on May 23 and 24, 2024.⁷

8. This matter proceeded to hearing on May 23 and 24, 2024. The hearing was held at a conference room at the Idaho Department of Insurance, 700 West State Street, 3rd Floor, Boise, Idaho. The hearing was transcribed by court reporter.

9. Prior to the hearing, both parties submitted proposed exhibit and witness lists.

10. At the hearing, both parties agreed that there were no pending motions. Tr. pp. 6:18 – 6:23.

11. On the morning of May 23, 2024, the parties stipulated to the admissibility of Exhibits 1 through 53 from the Department, which documents were admitted as exhibits. Tr. pp. 5:23 – 6:10.

⁴ Decision and Order on Motion to Reset Hearing and Authorize Discovery (dated March 28, 2023).

⁵ Order Staying Case (dated April 11, 2023).

⁶ Motion to Vacate Stay and Request for Hearing (dated November 20, 2023).

⁷ Order Vacating Stay and Notice of Hearing (dated January 29, 2024).

12. On May 24, 2024, the Department submitted rebuttal exhibits R-10 through R-16, which documents were admitted into evidence. Tr. pp. 220 – 268.

13. During the hearing, all witnesses presented sworn testimony, either in person or indirectly via telephone. No testimony was taken via declaration or affidavit.

14. At the close of testimony, the parties were given the opportunity to present closing arguments or to prepare written closing arguments to be submitted at a later date. The Department presented oral closing statements on May 24, 2024. Tr. pp. 287:21 – 292:5. Hoover presented written closing statements, which were submitted on June 3, 2024.⁸

15. On June 10, 2024, the hearing officer received an electronic copy of the transcript for the first day of the hearing, May 23, 2024.

16. On June 11, 2024, the hearing officer received an electronic copy of the transcript for the second day of the hearing, May 24, 2024.

17. This matter is ripe for resolution.

LEGAL STANDARD

18. “Upon judicial review, a hearing officer's decision must be affirmed unless the court determines that the hearing officer's findings, inferences, conclusions or decisions are:

- (a) in violation of constitutional or statutory provisions;
- (b) in excess of statutory authority of the agency;
- (c) made upon unlawful procedure;
- (d) not supported by substantial evidence on the record as a whole; or
- (e) arbitrary, capricious, or an abuse of discretion.”

In re Mahurin, 140 Idaho 656, 658, 99 P.3d 125, 127 (Ct. App. 2004).

⁸ Closing Argument (dated June 3, 2024).

19. “The reviewing court . . . may not substitute its judgment for that of the administrative hearing officer on questions of fact.” *Matter of Russet Valley Produce, Inc.*, 127 Idaho 654, 657, 904 P.2d 566, 569 (1995).

FINDINGS OF FACT

20. Hoover is an Idaho resident and, until at least December 31, 2023, carried Idaho Resident Producer License No. 536471. Verified Complaint, ¶ 3; Answer to Verified Complaint, ¶ 4. Hoover has held his insurance license since August of 2015. Tr. pp. 149:16 – 149:19.

21. Hoover manages approximately 600 clients. Tr. pp. 149:20 – 149:21.

22. A majority of Hoover’s clients are low-income clients. Tr. pp. 169:13 – 169:14.

23. At the relevant times, Hoover worked through a brokerage, Cornerstone Financial Group, LLC. Tr. pp. 281:15 – 282:20. As of the date of the hearing, Hoover still talks with clients. Id.

24. Hoover sells a variety of products to his clients, including life insurance and various Medicare-related plans, including Medicare Advantage and Medicare Supplement plans, dual special needs plans, and dual look-alike plans. Tr. pp. 150:15 – 152:8, 157:11 – 157:13. Hoover also sold plans and/or benefits to clients based on their income status. Tr. pp. 152:9 – 152:23.

25. Hoover sells Medicare-related plans through a variety of insurers, including United Health, Humana, Molina, and Blue Cross. Tr. pp. 158:16 – 159:23; 203:21 – 204:10.

26. Hoover estimates that of his 600 clients, he has sold Medicare Advantage plans to approximately 500 of them. Tr. pp. 201:14 – 201:22.

27. Open enrollment for Medicare Advantage and other Medicare-related plans is October through December. Tr. pp. 68:8 – 68:11.

28. Mr. Hoover writes approximately 100 to 200 policies during an average automatic enrollment period. Tr. pp. 150:1 – 150:4.

29. During the 2021 open enrollment period, Hoover sold at least 134 Medicare Advantage policies through Humana to his clients. Tr. pp. 203:5 – 203:9; Ex. 6. This was in addition to sales through other carriers. Tr. pp. 204:11 – 204:15.

30. A normal range for policies sold to new clients during open enrollment would be 40 – 60 new clients. Tr. pp. 261:6 – 261:9. An expert insurance salesperson, Ryan Woodburn, testified that in his experience, selling 130 policies during open enrollment would be a lot, and that he has never known anyone to sell 130 policies during one open enrollment period. Tr. pp. 261:10 – 261:19.

31. Prior to selling a new policy to a client, the beneficiary was required to execute a document titled “Scope of Sales Appointment” or “Scope of Appointment”. *See* 83 FR 16440-01 § 47 (revising 42 C.F.R. § 422.2268). Hoover would typically get such documents from his clients the day of the application. Tr. 154:25 – 155:9.

32. Hoover would typically obtain an electronic signature from his clients for a Scope of Sales Appointment form. Tr. 155:10 – 155:19. In obtaining signatures when Hoover was in person, he would have clients electronically sign their name on his laptop with their finger. Tr. 250:5 – 250:24. Hoover would use SunFire software to capture the signatures, though signatures could be captured through other methods as well. Tr. 136:3 – 136:18; 249:23 – 250:4.

33. Hoover sold Sharon Bates a Medicare-related policy through United Healthcare in or around February 2021. Tr. 10:1 – 10:5.

34. On or around November 12, 2021, Hoover obtained a Scope of Sales Appointment purportedly signed by Sharon Bates. Ex. 2.

35. Sharon Bates testified that she had never seen this document prior to February 2022. Tr. p. 11:14 – 11:21.

36. The Scope of Sales Appointment signed by Sharon Bates appears to have been electronically signed. Ex. 2.

37. Hoover testified that he and Eric Hobbs met with Sharon Bates in November 2021 during an unannounced visit when they obtained Sharon Bates's signature on the Scope of Sales Appointment. Tr. 217:6 – 217:12. Though Mr. Hobbs testified at the hearing, he did not corroborate that he was present with Hoover at an in-person visit with Sharon Bates, and instead only testified that he knew the name. Tr. 280:21 – 280:25.

38. Hoover reported to Humana, as part of its internal investigation, that he met with Sharon Bates on November 12, 2021 and at 9:30 a.m. on December 7, 2021, both times at her residence. Ex. 5; Tr. 61:15 - 62:12.

39. Sharon Bates maintains a personal calendar upon which she keeps notes of her appointments. Tr. 18:4 – 19:15; Ex. 53. There is no notice or indication of any appointment with Hoover or Eric Hobbs in the personal calendar. Tr. 18:4 – 19:15; Ex. 53. Sharon Bates also reported to a Department investigator that she did not meet with Hoover or Hobbs in either November or December 2021. Tr. 62:11 – 62:16.

40. Sharon Bates does not recall meeting with Hoover or Eric Hobbs in November 2021. Tr. 24:14 – 25:16.

41. Sharon Bates was not interested in changing her insurance provider in November 2021. Tr. 12:10 – 12:12. Regardless, she received a policy from Humana indicating that she was insured through Humana. Tr. 12:13 – 13:4; Ex. 1. Humana's records show that an application on behalf of Sharon Bates was submitted to Humana on December 7, 2021 at 9:54 a.m. Ex. 6; Tr. 63:17 – 63:

42. After discovering that she was switched to Humana, Sharon Bates called Humana to discuss that she had not applied to switch from United Healthcare to Humana. Tr. 12:13 – 13:4; Ex. 1. She canceled her policy with Humana and switched back to United Healthcare. Tr. 13:5 – 13:10. Sharon believed that for a period of time after she canceled her Humana policy, she was without health insurance coverage.

43. Sharon Bates does not believe that the signature on the November 12, 2021 Scope of Sales Appointment form is her signature. Tr. 13:14 – 14:22. There are disparities between the signature on the November 12, 2021 Scope of Sales Appointment and the signature Ms. Bates provided later. Compare Ex. 2 with Ex. 3.

44. After her health insurance was switched to Humana, Sharon Bates contacted the Department of Insurance to complain that she had been signed up for a Humana policy that she didn't authorize or did not want. Tr. 58:13 – 58:16.

45. On or around December 1, 2021, Hoover obtained a Scope of Sales Appointment purportedly signed by Kelvin Patterson. Ex. 22. Mr. Patterson does not remember meeting Kaleb Hoover. Tr. 28:17 – 28:18. Mr. Patterson told the Department investigator that he had not met with Mr. Hoover. Tr. 85:15 – 85:16.

46. Kelvin Patterson indicated that the signature on Ex. 22 does not look like his signature now, though he was not sure whether it was his or not. Tr. 29:6 – 29:16. Patterson had not seen the December 1, 2021 Scope of Sales Appointment and had not signed it. Tr. 85:16 – 85:17.

47. Mr. Patterson has purchased health insurance coverage through various providers, including Aetna, United, Humana, and Blue Cross, and would switch if they didn't have the features he wanted. Tr. 30:17 – 30:22.

48. Mr. Patterson testified that he would never have purchased health insurance that had a monthly premium that he was required to pay. Tr. 28:20 – 29:5.

49. The Humana policy application submitted on behalf of Mr. Patterson on December 1, 2021, indicates that it has a monthly premium of \$33.00 per month. Ex. 6 and 23; Tr. 86:8 – 86:11.

50. In 2021, Mr. Patterson purchased insurance from Pat Howell-Prescott, his cousin's wife. Tr. 31:12 – 32:1. Mr. Patterson utilized Pat Howell-Prescott's services because he trusted her. Tr. 31:21 – 31:22.

51. The purported disparities between Mr. Patterson's signature on Exhibits 22, 24, and 25 are difficult to discern, if any.

52. On or around December 2, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Rebecca Seibert. Ex. 26.

53. Prior to this, Seibert had a Medicare-related plan through United Healthcare for several years. Tr. 47:5 – 48:8. Seibert was happy with her plan through United Healthcare. Id. Seibert was not interested in a plan which charged a monthly premium. Id.

54. Seibert first met Hoover in or around August 2018 when Hoover was present at Seibert's house to discuss life insurance. Tr. 48:9 – 48:19. Hoover came to Seibert's house several times to obtain signatures related to life insurance. Tr. 48:20 – 48:23.

55. Hoover discussed health insurance with Seibert, but Seibert indicated that she did not want to switch plans because she was happy with United Healthcare. Tr. 48:24 – 49:3.

56. Seibert did not remember meeting with Hoover in December 2021. Tr. 50:6 – 50:12.

57. Humana's records show that an application on behalf of Rebecca Seibert was submitted to Humana on December 2, 2021 at 5:49 p.m. Ex. 6; Tr. 88:12 – 88:14.

58. Hoover submitted approximately 5 other applications to Humana on December 2, 2021 between 5:00 p.m. and 7:00 p.m. Ex. 6; Tr. 88:15 – 88:18.

59. Seibert received documents in the mail in December 2021 indicating that her health insurance had been switched to Humana. Tr. 51:14 – 51:20. This was the second time that Hoover had switched Seibert to Humana without her requesting that such switch be made. Tr. 51:14 – 51:20; 55:11 – 55:18.

60. After Seibert learned she had been switched to Humana, she contacted Humana to complain about the change. Tr. 51:21 – 52:1; Ex. 30.

61. As a result of the change, a provider who assists Seibert at Seibert's house was not getting paid in a timely fashion because of the switch. Tr. 52:2 – 52:9.

62. In comparing the signature on the December 2, 2021 Scope of Sales Appointment Confirmation with a sample signature provided to a Department of Insurance investigator and Seibert's driver's license, the signature on the December 2, 2021 Scope of Sales Appointment Confirmation is noticeably different. Compare Exs. 26, 28 and 29.

63. On or around November 5, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Alice Hunt. Ex. 9.

64. Alice Hunt told a Department investigator that she knew Hoover because she had signed up for a life insurance policy with him. Tr. 70:9 – 70:11. Hunt also explained that Hoover contacted her and told her that Hoover was switching her health insurance to Humana. Tr. 70:11 – 70:18. Hunt did not give Hoover permission to make any such change. Id.

65. When Hunt reviewed the November 5, 2021 Scope of Sales Appointment, she claimed not to have seen such document before and that the signature on it was not her signature. Tr. 70:19 – 70:24.

66. Hunt provided a sample signature to the Department investigator. Tr. 70:25 – 71:2. In comparing the signature on the November 5, 2021 Scope of Sales Appointment with the sample signature provided to the Department investigator and the signature on her

driver's license, the signature on the November 5, 2021 Scope of Sales Appointment is substantially different from the other two signatures. Compare Exs. 9 – 11.

67. Humana's records show that an application on behalf of Alice Hunt was submitted to Humana on November 5, 2021. Tr. 72:3 – 72:8; Ex. 6.

68. On or around November 24, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Betty Jones. Ex. 12. Betty Jones passed away prior to the hearing, but spoke with a Department investigator prior to passing away. Tr. 73:14 – 73:17.

69. Betty Jones met with Hoover to discuss switching her health insurance to Humana. Tr. 74:17 – 74:24. Jones told Hoover not to change her health insurance to Humana as she did not want to change from United Healthcare. Tr. 74:22 – 75:2. Jones later learned that her health insurance had been switched from United Healthcare to Humana. Id.

70. Jones reviewed the November 24, 2021 Scope of Sales Appointment form, and stated that she did not believe it was her signature. Tr. 75:3 – 75:7. Jones provided a sample signature to the Department. Ex. 13; Tr. 75:8 – 75:15. In comparing the signatures on the November 24, 2021 Scope of Sales Appointment, the sample signature, and her driver's license signatures, there are some differences, but such differences appear minor. Compare Exs. 12 – 14.

71. Humana's records show that an application on behalf of Betty Jones was submitted to Humana on November 24, 2021. Tr. 76:6 – 76:13; Ex. 6.

72. On or around November 24, 2021, Hoover obtained a Scope of Sales Appointment form purportedly signed by Billie Mitchell. Ex. 15.

73. Billie Mitchell told a Department investigator that she met with Hoover and that she signed documents, but she didn't know what the documents were for. Tr. 78:7 – 78:15.

74. Humana's records show that an application on behalf of Billie Mitchell was submitted to Humana on November 24, 2021 at 2:57 PM.

75. Hoover had worked with Mitchell prior to November 24, 2021. Tr. 173:10 – 174:25.

76. On or around November 24, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Nicholas Parente. Ex. 16.

77. Nicholas Parente and his spouse spoke with a Department investigator, and told the investigator that they did not know Hoover, nor did they authorize a change of health insurance plans. Tr. 80:1 – 80:8.

78. After reviewing the November 24, 2021 Scope of Sales Appointment, Nicholas Parente said that it was not his signature, and that he never met with Hoover to sign any documents. Tr. 80:9 – 80:13.

79. In comparing the signature on the November 24, 2021 Scope of Sales Appointment and the signature on Parente's driver's license, the signatures appear substantially different. Compare Ex. 16 and 17.

80. Humana's records show that an application on behalf of Nicholas Parente was submitted to Humana on November 24, 2021 at 4:19 PM.

81. The Humana applications for Parente, Jones, and Mitchell, as well as the Scope of Sales Appointment forms, are all dated November 24, 2021. Parente lives in Caldwell, Mitchell lives in Nampa, and Jones lives in Boise. Exs. 12, 15, and 16. Hoover submitted a number of other applications to Humana on November 24, 2021. Ex. 6.

82. On or around December 1, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Janine Littlefield. Ex. 18. Littlefield passed away prior to the hearing, and did not speak with a Department investigator prior to passing away. Tr. 82:5 – 82:9.

83. The December 1, 2021 Scope of Sales Appointment identifies Littlefield's address on Curtis Road in Boise. Ex. 18. The manager of that facility told the Department investigator that Littlefield had not lived at that address since 2019. Tr. 82:10 – 82:17. The manager provided the Department with documents showing that Littlefield moved from the Curtis Road address on September 17, 2019. Ex. 20.

84. Humana's records show that an application on behalf of Janine Littlefield was submitted to Humana on December 1, 2021 at 5:20 PM. Ex. 6.

85. Humana's records show that Littlefield filed a complaint with Humana, claiming that Littlefield did not apply for a Humana policy. Ex. 19.

86. Littlefield's signature on the December 1, 2021 Scope of Sales Appointment and her driver's license are different, but not substantially so. Compare Exs. 18 and 21.

87. On or around December 6, 2021, Hoover obtained a Scope of Sales Appointment form purportedly signed by Rosemary Pierce. Ex. 31.

88. Pierce reviewed the December 6, 2021 Scope of Sales Appointment and told a Department investigator that she did not recognize the document and the signature was not hers. Tr. 89:16 – 89:22.

89. Pierce provided a sample signature to the Department investigator. Tr. 89:23 – 90:5. In comparing the signature on the December 6, 2021 Scope of Sales Appointment form with the sample signature and the signature on Pierce's driver's license, the signature on the December 6, 2021 Scope of Sales Appointment is notably different from the other two. Ex. 31, 33 – 34.

90. Humana's records show that an application on behalf of Pierce was submitted to Humana on December 7, 2021 at 8:20 AM. Ex. 6.

91. On December 7, 2021, Hoover submitted approximately 41 applications to Humana on behalf of various persons, including several between 7:59 a.m. and 9:07 a.m. Ex. 6; Tr. 91:20 – 92:2.

92. On or around December 7, 2021, Hoover obtained a Scope of Sales Appointment form purportedly signed by Tony Jacks. Ex. 35.

93. Mr. Jacks told a Department investigator that he did not know Hoover (even when showed a photograph of Hoover), and that he'd not signed up for a Humana plan. Tr. 92:20 – 92:23.

94. After reviewing the December 7, 2021 Scope of Sales Appointment, Jacks told the Department investigator that the signature on it was not his, even though it looked similar. Tr. 92:23 – 93:1. Jacks provided a sample signature to the Department investigator. Tr. 93:2 – 93:7; Ex. 37.

95. In comparing the signature on the December 7, 2021 Scope of Sales Appointment, the sample signature, and the signature on Mr. Jacks' driver's license, all three signatures are different. Exs. 35 – 37. However, the differences are not so substantial that they could not be explained by the utilization of different mediums (such as finger, real pen, pen on a tablet, etc.).

96. Humana's records show that an application on behalf of Jacks was submitted to Humana on December 7, 2021 at 4:14 PM. Ex. 6. Hoover submitted three other policy applications to Humana between 4:00 and 5:00 PM on December 7, 2021. Ex. 6.

97. After Jacks discovered he had been signed up for a Humana policy, he called Humana to cancel the policy because he did not sign up for it. Tr. 93:22 – 93:24; Ex. 38.

98. On or around December 7, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Susan Ironside. Ex. 39.

99. Ironside told a Department investigator that she did not know Hoover and had not given anyone permission to sign her up for a Humana policy. Tr. 96:6 – 96:8. After Ironside reviewed the signature on the December 7, 2021 Scope of Sales Appointment, she told the Department investigator that the signature was not hers and did not look like hers. Tr. 96:8 – 96:10.

100. Ironside provided a sample signature to the Department investigator. Ex. 40.

101. In comparing the signatures on the December 7, 2021 Scope of Sales Appointment, the sample signature, and Ironside's driver's license, the signature on the December 7, 2021 Scope of Sales Appointment looks different from the other two signatures. Compare Exs. 39 – 41.

102. Humana's records show that an application on behalf of Ironside was submitted to Humana on December 7, 2021 at 4:08 PM. Ex. 6. Hoover submitted three other policy applications to Humana between 4:00 and 5:00 PM on December 7, 2021 (including the application for Tony Jacks, discussed above). Ex. 6.

103. Tony Jacks lives in Nampa, and Susan Ironside lives in Nampa. Tr. 97:97:21 – 97:24; Exs. 37 and 41.

104. On or around December 6, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Marjorie Krommenhoek. Ex. 42. Marjorie Krommenhoek passed away prior to the hearing but spoke with a Department investigator prior to passing away. Tr. 98:8 – 98:13.

105. Krommenhoek told the Department investigator that she did not sign up for a Humana policy, and that she did not know Hoover. Tr. 98:11 – 98:17. Krommenhoek further told the investigator that she was signed up with Molina Insurance. Tr. 98:17 – 98:18.

106. Krommenhoek did not provide a sample signature to the Department, nor did Krommenhoek review the signature on the December 6, 2021 Scope of Sales Appointment. Tr. 98:18 – 98:20.

107. In comparing the signature on the December 6, 2021 Scope of Sales Appointment with the signature on Krommenhoek's driver's license, they are substantially different. Exs. 42 – 43.

108. Humana's records show that an application on behalf of Krommenhoek was submitted to Humana on December 7, 2021 at 12:31 PM. Ex. 6.

109. Humana's records show that after the application on behalf of Krommenhoek was submitted to Humana, Krommenhoek called Humana to complain that she had not signed up for the policy. Tr. 99:9 – 99:19; Ex. 44.

110. On or around October 27, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Lola Toll. Ex. 45. Toll passed away prior to the hearing, but spoke with a Department investigator prior to passing away. Tr. 101:13 – 101:17.

111. The Department investigator spoke to both Toll and Toll's daughter, Rosemary Peterson. Tr. 101:15 – 102:2. Toll and Peterson indicated that they knew who Hoover was, but had not spoken with him nor authorized him to switch Toll to a Humana policy. Tr. 101:22 – 102. Toll reviewed the October 27, 2021 Scope of Sales Appointment and indicated that the signature on the document was not hers. Tr. 102:3 – 102:7.

112. Toll provided a sample signature to the Department investigator. Ex. 46. In comparing the signature on the October 27, 2021 Scope of Sales Appointment, the sample signature, and the signature on Toll's driver's license, it appears that the signature on the October 27, 2021 Scope of Sales Appointment is different from the other two signatures. Compare Exs. 45 – 47.

113. Humana's records show that an application on behalf of Toll was submitted to Humana on December 7, 2021 at 7:12 PM. Ex. 6.

114. On or around December 7, 2021, Hoover obtained a Scope of Sales Appointment form for Humana purportedly signed by Barry Platt. Ex. 45.

115. After reviewing the December 7, 2021 Scope of Sales Appointment, Platt told a Department investigator that he did not sign the document and that he did not authorize Hoover to change him to a Humana insurance policy. Tr. 104:7 – 104:13. Platt thereafter provided a sample signature to the Department investigator. Ex. 49.

116. In comparing the signature on the December 7, 2021 Scope of Sales Appointment, the sample signature, and Platt's driver's license signature, all three appear different. Compare Exs. 48 – 50. Specifically, the signature on Ex. 49 appears shaky and cragged, while the signature on Ex. 48 appears fairly smooth. Though it is understandable how a finger signature on a tablet or computer could be different from a signature written with pen on paper, it is difficult to imagine the person who applied the signature to the bottom of Ex. 49 could provide as smooth a signature as is found on Ex. 48.

117. Humana's records show that an application on behalf of Platt was submitted to Humana on December 7, 2021 at 1:34 PM. Ex. 6.

118. After the application was submitted to Humana on behalf of Platt, Platt contacted Humana to complain that he had not signed up for the policy and wanted to cancel it. Tr. 105:13 – 105:17; Ex. 51.

119. The Scope of Sales Appointment Confirmation forms at issue in this case all appear to be identical, with the exception of the information filled out on the forms. *See* Exs. 2, 9, 12, 15, 16, 18, 22, 26, 31, 35, 39, 42, 45, 48. Some of these Exhibits contain only a signature page which does not reference an insurance company, whereas others contain a cover page indicating the form is prepared by Humana. *See, e.g.*, Exs. 9, 12, 16, 18, 26, 35, 39,

42, 45, 48. Because the signature pages are all identical, it is reasonable to presume that each of these signature pages was on a Humana form, even if the signature page itself does not mention Humana.

120. It is unclear whether Hoover actually received payment from Humana for the policies discussed above, though it is clear that Hoover would have eventually received payment from Humana for the Humana policies sold. Compare Ex. 8 with Tr. 136:23 – 141:2. Specifically, Jake Mulinix, the Humana representative who testified at the hearing, explained that a commission transaction could be canceled before it was even paid. Tr. 138:11 – 138:24.

121. Of the 134 or so Humana policies that Hoover sold during the 2021 open enrollment period, 35 of the policies were canceled as of January 1, 2022. Tr. 118:24 – 119:7.

122. Humana investigated Hoover with regard to the applications he filed during the open enrollment period in 2021. Tr. 107:4 – 107:19, 133:1 – 133:21.

123. As a result of this investigation, Humana found that Hoover had engaged in fraudulent or dishonest acts or practices, and discontinued its relationship with Hoover. *Id.*; Ex. 52.

EVIDENTIARY ISSUES

124. Though neither party has raised a specific objection to Department investigator Roy Shepherd testifying as a handwriting expert in this case, the parties dispute his qualifications. *See, e.g.*, Tr. 109:3 – 109:8, 110:9 – 114:21, 120:24 – 121:22.

125. To the extent that the issue in this case involves comparison of signatures to determine the similarity (or disparity) between them, no expertise is necessary or required. “Anyone is capable of looking at two signatures and assessing whether they look alike in shape and style.” *State v. Waller*, 140 Idaho 764, 767, 101 P.3d 708, 711 (Ct. App. 2004).

126. Therefore, to the extent that there has been a dispute about expert qualifications or even the need for expert testimony to compare signatures, the hearing officer has largely disregarded testimony from Mr. Shepherd regarding the differences between the various signatures, and has instead, made determinations as to similarities and disparities of the relevant signatures based on his own experience. As a normal human being in the present age, it is reasonable to conclude that any layperson (including the hearing officer) would have experience signing documents via pen, touchpad, computer screen, tablet, etc., and would understand the differences that can happen utilizing each method.

127. No person (except perhaps Walt Bithell)⁹ signs a document the same way every time, and no signature utilizing a touchpad, tablet, computer screen, or other electronic method, is going to resemble exactly a handwritten signature using pen and paper.

128. Though there was not substantial commentary above as to the reasons why the signatures were similar or different, the hearing officer has determined as part of the findings of fact which signatures are similar enough to avoid concerns of forgery, and which are dissimilar (and in some circumstances, why such finding was made).

CONCLUSIONS OF LAW

129. Hoover is charged with multiple violations of Idaho Code § 41-1016. The relevant language of this statute states:

(1) The director may impose an administrative penalty not to exceed one thousand dollars (\$1,000), for deposit in the general fund of the state of Idaho, and may suspend for not more than twelve (12) months or may revoke or refuse to issue or continue any license issued under this chapter, chapter 27, title 41, Idaho Code (title insurance), chapter 11, title 41, Idaho Code (adjusters), or chapter 12, title 41, Idaho Code (surplus lines brokers), if the director finds that as to the licensee or applicant any one (1) or more of the following causes or violations exist:

⁹ Walt Bithell is a well-known Idaho attorney, and the story is that when signing documents he would use a straightedge to ensure his signature was identical each time. Whether this is true or not, it emphasizes the lengths that would likely be necessary to have every signature be identical.

(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;

130. The Complaint also cites to Idaho Code § 41-1016(1)(j) in ¶ 4, but does not include any allegations that such code section was violated under the 14 individual counts.

131. Pursuant to Idaho Code § 41-117, each instance of a violation of the insurance code “may be considered a separate offense.”

132. Each of the counts against Hoover will be addressed below.

COUNT I

133. Count I alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with “A.H.” Complaint, ¶¶ 7 – 14.

134. It is presumed that “A.H.” refers to Alice Hunt.

135. Like many of the other individuals who testified or about whom evidence was presented, Alice Hunt claimed that she had never seen the Scope of Sales Appointment Confirmation Hoover claimed to have obtained from her. Considering that Hoover utilized an electronic signature system, it is unlikely that Hunt would have ever seen the document or signed it. It is very possible that Hunt could have provided an electronic signature using her finger to draw on Hoover’s laptop screen without ever knowing what document that signature would be applied to. This does not make the signature invalid on its own.

136. However, the Hunt signature on the Scope of Sales Appointment is substantially different from the other Hunt signatures entered into evidence in this case. As

a result, there is reason to believe that the signature may have been fraudulently obtained and/or a forgery.

137. Further, Hunt claimed that she received a phone call from Hoover informing her that he had switched her insurance. The presumption is that an applicant must approve an application being submitted on their behalf, and Hunt never gave such approval.

138. The evidence therefore supports the conclusion that Hoover violated Idaho Code § 41-1014(1)(e) by submitting the Humana application on behalf of Hunt when Hunt never approved such application.

139. The evidence also supports the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by submitting to Humana the application without permission and a Scope of Sales Appointment with a signature that Hoover knew or should have known was not a genuine signature.

COUNT II

140. Count II alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with “B.J.” Complaint, ¶¶ 15 – 22.

141. It is presumed that “B.J.” refers to Betty Jones.

142. Betty Jones admittedly met with Hoover to discuss changing her policy to Humana. Thus, it is likely that Betty Jones signed the Scope of Sales Appointment on Hoover’s computer. Though the evidence indicates shows that in 2021 a Scope of Sales Appointment needed to be signed 48 hours in advance, Tr. 259:18 – 259:21, the law appears to be that this requirement was a later imposed restriction on insurance brokers/agents. *See* 83 FR 16440-01 § 47 (revising 42 C.F.R. § 422.2268). As a result, there is no violation for obtaining a signature the day of the meeting. Further, comparison of Betty Jones’s various signatures does not show any substantial disparity.

143. Betty Jones told the Department investigator that she did not give Hoover permission to apply to Humana on her behalf.

144. Based on these facts, there is sufficient evidence to conclude that Hoover violated Idaho Code § 41-1016(1)(e) by submitting the application to Humana on Jones's behalf when he had no such authority to do so.

145. There is insufficient evidence to indicate that Hoover violated Idaho Code § 41-1016(1)(h) by submitting a Scope of Sales Appointment Confirmation with a forged or fraudulent signature of Betty Jones.

146. There is sufficient evidence to indicate that Hoover violated Idaho Code § 41-1016(1)(h), in that Hoover fraudulently or dishonestly submitted an application to Humana on Betty Jones's behalf when she did not give permission for such act.

COUNT III

147. Count III alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "B.M." Complaint, ¶¶ 23 – 27.

148. It is presumed that "B.M." refers to Billie Mitchell.

149. The evidence indicates that Hoover met with Billie Mitchell, and that she signed documents, but didn't know what the documents were for.

150. Hoover testified he had a longstanding relationship with Billie Mitchell and had worked with her in the past to change her insurance. Tr. 172:6 – 173:9. There is no evidence to rebut this testimony.

151. There is evidence that Billie Mitchell's application and Scope of Sales Appointment were both completed on November 24, 2021. The Humana applications for Parente, Jones, and Mitchell, as well as the Scope of Sales Appointment forms, are all dated November 24, 2021. Parente lives in Caldwell, Mitchell lives in Nampa, and Jones lives in Boise. Exs. 12, 15, and 16. Hoover submitted a number of other applications to Humana on

November 24, 2021. Ex. 6. While there would be substantial difficulties traveling to each of these locations, it is possible to travel to Caldwell, Nampa, and Boise all in one day. Further, there is no indication in the record that the other applications also filed on November 24, 2021, were filed the same date that the Scopes of Sales Appointment were obtained. If there were additional evidence in this regard, a different conclusion could be reached.

152. Based on these facts, there is insufficient to conclude that Hoover violated Idaho Code § 41-1016(1)(e) or (h) in his interactions with Billie Mitchell.

COUNT IV

153. Count IV alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with “N.P.” Complaint, ¶¶ 28 – 35.

154. It is presumed that “N.P.” refers to Nicholas Parente.

155. Like Billie Mitchell, Hoover claims to have obtained the Scope of Sales Appointment and filed the Humana application on November 24, 2021. Unlike Mitchell, Parente and his wife told the Department investigator that they did not know who Hoover was nor did they authorize a change of plans.

156. Hoover testified that after he switched Parente to Humana, he received a call from “Debbie” complaining about not being able to obtain their medicine. Tr. 177:8 – 177:19. “Debbie” is presumed to be Parente’s wife. Tr. 80:4 – 80:8.

157. Further, Parente’s signature on the Scope of Sales Appointment is substantially different from the other signature available for review. It is possible that the signature on Ex. 16, which ostensibly is the result of a finger drawing on a touch screen laptop, is the result of a shaky hand. However, though the differences between the signatures on Ex. 16 and 17 are distinct, the differences do not inherently lead to the conclusion that more likely than not, they are authored by different hands.

158. The other evidence about Parente is limited. There is no evidence he filed a complaint with Humana. There is evidence that the commissions issued by Humana to Hoover related to Parente were backed out. Ex. 8. However, the amounts Humana paid Hoover (\$200 on January 5, 2022, and \$287 on March 23, 2022) do not match the amounts backed out (-\$215.25 and -\$150.00 on March 23, 2022). Ex. 8; Tr. 81:21 – 81:25. From this, it is difficult to tell if Parente simply altered his policy with Humana, or completely cancelled it.

159. Though the evidence about Parente is mixed, there is little to suggest motivation for the Parentes to lie to the Department investigator about not knowing Hoover or not authorizing the change of plans.

160. Based on these factual conclusions, there is sufficient evidence to conclude that Hoover violated Idaho Code § 41-1016(1)(e) by submitting the application to Humana on Parente's behalf when he had no such authority to do so.

161. There is insufficient evidence to indicate that Hoover violated Idaho Code § 41-1016(1)(h) by submitting a Scope of Sales Appointment Confirmation with a forged or fraudulent signature of Nicholas Parente.

162. There is sufficient evidence to indicate that Hoover violated Idaho Code § 41-1016(1)(h), in that Hoover fraudulently or dishonestly submitted an application to Humana on Parente's behalf when he did not give permission for such act.

COUNT V

163. Count V alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "J.L." Complaint, ¶¶ 36 – 45.

164. It is presumed that "J.L." refers to Janine Littlefield.

165. The evidence presented for Janine Littlefield indicates that at the time the Scope of Sales Appointment was allegedly signed, she was not living at the address listed on

such document. However, there is no evidence to suggest where she was living. Hoover testified that he met Littlefield at a coffee shop in Boise. Tr. 179:21 – 180:5. An implication was made that at the time the Scope of Sales Appointment was executed, Littlefield was living in Clarkston, Washington. Tr. 222:11 – 223:10. Hoover also testified that he later learned Littlefield lived in Washington. Tr. 180:6 – 180:17.

166. Nothing about these facts suggests impropriety in obtaining signatures or switching Littlefield to Humana. If Littlefield did live in Clarkston, Washington, there is nothing to suggest that she could not have met with Hoover in Boise. Further, if changes were made to Littlefield's plan after the fact, this could be explained by the fact that Hoover incorrectly signed her up for an Idaho Humana plan, which later needed to be changed to a Washington Humana plan.

167. However, the evidence also shows that Littlefield contacted Humana claiming that she never spoke with an agent regarding enrollment. Ex. 19. It makes little sense for Littlefield to have contacted Humana to explain that she never spoke with a Humana agent when she purportedly met with Hoover at a coffee shop in Boise to discuss switching health insurance policies to Humana. There is no evidence to suggest that Littlefield suffered from memory or cognitive issues, and Hoover even testified that when he purportedly met with her, "she seemed to be doing well." Tr. 179:23 – 179:25.

168. Though there are clearly conflicting facts regarding Hoover's transactions with Littlefield, on the whole it appears that there is sufficient, compelling evidence to conclude that Hoover did not meet with Littlefield, and therefore, Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Littlefield's behalf without Littlefield's authorization.

169. In concluding that Hoover did not meet with Littlefield, the additional reasonable conclusion is that Hoover also violated Idaho Code § 41-1016(1)(h) by fraudulently

and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Littlefield's, and by filing the application to Humana on Littlefield's behalf without permission from Littlefield.

COUNT VI

170. Count VI alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "K.P." Complaint, ¶¶ 46 – 53.

171. It is presumed that "K.P." refers to Kelvin Patterson.

172. The evidence indicated that Patterson did not know and had not met with Hoover. Patterson explained to the Department investigator that in 2021, he utilized the services of Pat Howell-Prescott for his health insurance needs. The evidence attempting to rebut Patterson's statements is not compelling, nor does it provide any explanation as to how Patterson could have forgotten Hoover (who had purportedly been working with Patterson since 2019). *See* Tr. 185:16 – 188:22. Though Patterson admitted he had mental problems, there is no indication that these problems relate to memory issues. Tr. 28:13 – 28:16.

173. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Patterson's behalf without Patterson's authorization.

174. Though the differences between Patterson's various signatures are not as stark as other examples in this case, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Patterson's, and by filing the application to Humana on Patterson's behalf without permission from Patterson.

COUNT VII

175. Count VII alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with “R.S.” Complaint, ¶¶ 54 – 61.

176. It is presumed that “R.S.” refers to Rebecca Seibert.

177. The evidence shows that Seibert was Hoover’s client for life insurance purposes. Hoover purportedly tried to convince Seibert to switch from United Healthcare to Humana, but Seibert told him that she did not want to switch insurers. When Seibert found out that an application had been filed with Humana on her behalf, she contacted Humana to complain. Further, Seibert had difficulty paying a service provider as a result of the change to the insurance. Finally, there are substantial disparities between the signature Hoover obtained on the Scope of Sales Appointment and the other examples provided.

178. Though not at issue in this case, Seibert also testified that Hoover had switched her health insurance carrier prior to this incident without her permission. Tr. 51:16 – 51:20.

179. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Seibert’s behalf without Seibert’s authorization.

180. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Seibert’s, and by filing the application to Humana on Seibert’s behalf without permission from Seibert.

COUNT VIII

181. Count VII alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with “S.B.” Complaint, ¶¶ 62 – 69.

182. It is presumed that “S.B.” refers to Sharon Bates.

183. The evidence related to Sharon Bates also relates to several Counts of the Complaint. The evidence shows that Sharon Bates was Hoover's client, and had purchased health insurance through him in the past. Though Hoover claims to have been at Bates's house twice during the 2021 open enrollment period, Bates denies this.

184. Bates does not recall meeting with Hoover (or his associate) on either November 12 or December 7, 2021. Bates has no records of these visits. Hoover's associate did not testify that he was present at Bates's house.

185. After learning that she had been switched to Humana, Bates contacted Humana and canceled her Humana policy and switched back to United Health. Bates also lodged a complaint with the Department of Insurance regarding Hoover's actions.

186. Hoover claimed to be at Bates's house in Nampa at 9:30 AM on December 7, 2021. The records show that Hoover submitted 41 applications to Humana on December 7, 2021 (which was the final day of the 2021 open enrollment period) including for Bates (9:54 AM), Jacks (4:14 PM), Ironside (4:08 PM), Pierce (8:20 AM), Toll (7:12 PM), Platt (1:34 PM), and Krommenhoek (12:31 PM), and that Hoover also obtained the Scope of Sales Appointments from Jacks (who resides in Nampa), Ironside (who resides in Nampa), Platt (who lives in Boise).

187. The timing of these events is suspect. It seems unlikely, if not impossible, that Hoover had time to submit 41 applications on the same day that he was traveling between houses in Nampa and to Platt's house on Hill Rd in Boise to obtain signatures on Scopes of Sales Appointment, while also being at Bates's house in Nampa at 9:30 AM to go "over the plan in detail again." Ex. 5.

188. Further, Hoover testified that he "enrolled [Bates] using Sunfire." Ex. 5. However, Bates testified that she does not have Wi-Fi in her house. Tr. 271:10 – 271:20. Hoover indicated that he took signatures on his laptop, but no explanation was provided as

to what device was used to transmit the applications via Sunfire. Presuming this also occurred on Hoover's laptop, then Hoover would also need to find a place to access the internet to submit the applications, as there is no indication Hoover had Wi-Fi at Bates or any other house, nor was there testimony that Hoover had access to a hot spot.

189. In sum, on December 7, 2021, Hoover purportedly met with at least 4 people in two different cities, at least one of whom he spoke to in detail, obtained at least 3 Scope of Sales Appointments, submitted 41 applications to Humana, and had to find internet access to submit these applications, which were submitted ad seriatum and not as a group. Though December 7, 2021 was the end of the 2021 open enrollment period, and undoubtedly a busy day, this series of events seems improbable.

190. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Bates's behalf without Bates's authorization.

191. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Bates's.

192. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Bates's behalf without permission from Bates.

COUNT IX

193. Count IX alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "R.P." Complaint, ¶¶ 70 – 77.

194. It is presumed that "R.P." refers to Rosemary Pierce.

195. To the extent that the analysis above with regard to Hoover's actions on December 7, 2021 implicates Rosemary Pierce, such analysis is incorporated here.

196. The evidence also shows that Pierce did not believe she signed the Scope of Sales Appointment, and that the signature on that document was different from the other example signatures provided.

197. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Pierce's behalf without Pierce's authorization.

198. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Pierce's.

199. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Pierce's behalf without permission from Pierce.

COUNT X

200. Count X alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "T.J." Complaint, ¶¶ 78 – 85.

201. It is presumed that "T.J." refers to Tony Jacks.

202. To the extent that the analysis above with regard to Hoover's actions on December 7, 2021 implicates Tony Jacks, such analysis is incorporated here.

203. The evidence further shows that Jacks claimed not to know Hoover, even when shown a picture of Hoover, that he did not give authorization to switch to a Humana policy, and that after he was switched to a Humana policy, he contacted Humana to cancel the policy.

204. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Jacks's behalf without Jacks's authorization.

205. Though the Jacks's signatures are not substantially different, there is still sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Jacks's.

206. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Jacks's behalf without permission from Jacks.

COUNT XI

207. Count XI alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "S.I." Complaint, ¶¶ 86 – 93.

208. It is presumed that "S.I." refers to Susan Ironside.

209. To the extent that the analysis above with regard to Hoover's actions on December 7, 2021 implicates Susan Ironside, such analysis is incorporated here.

210. The evidence shows that Ironside did not know Hoover and did not authorize anyone to sign her up for a Humana insurance policy. Ironside's purported signature on the Scope of Sales Appointment does not resemble the other example signatures provided.

211. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Ironside's behalf without Ironside's authorization.

212. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales

Appointment Confirmation with a signature that he knew or should have known was not Ironside's.

213. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Ironside's behalf without permission from Ironside.

COUNT XII

214. Count XII alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "M.K." Complaint, ¶¶ 94 – 101.

215. It is presumed that "M.K." refers to Marjorie Krommenhoek.

216. To the extent that the analysis above with regard to Hoover's actions on December 7, 2021 implicates Marjorie Krommenhoek, such analysis is incorporated here.

217. Krommenhoek stated that she did not know Hoover and did not sign up for a Humana policy. Further, her purported signature on the Scope of Sales Appointment is different from the signature on her driver's license. Krommenhoek also contacted Humana after the application was submitted on her behalf to complain that she had not signed up for a Humana policy.

218. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Krommenhoek's behalf without Krommenhoek's authorization.

219. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Krommenhoek's.

220. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Krommenhoek's behalf without permission from Krommenhoek.

COUNT XIII

221. Count XIII alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "L.T." Complaint, ¶¶ 102 – 109.

222. It is presumed that "L.T." refers to Lola Toll.

223. To the extent that the analysis above with regard to Hoover's actions on December 7, 2021 implicates Lola Toll, such analysis is incorporated here.

224. It is not clear why Hoover obtained the Scope of Sales Appointment for Lola Toll in October, 2021, but waited until the last day of the open enrollment period to submit Toll's application to Humana. Hoover contends that he met with both Toll and her daughter to try to fix issues with her then-existing insurance. If this was the case, then it makes little sense for Hoover to have waited almost 2 months to have submitted the application.

225. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Toll's behalf without Toll's authorization.

226. There is insufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Toll's. Unlike other situations in this case, there is no evidence to suggest that Hoover did not meet with Toll in October. As a result, he likely did obtain Toll's signature on the Scope of Sales Appointment.

227. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Toll's behalf without permission from Toll.

COUNT XIV

228. Count XIV alleges that Hoover violated Idaho Code § 41-1016(1)(e) and (h) in his interactions with "B.P." Complaint, ¶¶ 110 – 117.

229. It is presumed that "B.P." refers to Barry Platt.

230. To the extent that the analysis above with regard to Hoover's actions on December 7, 2021 implicates Barry Platt, such analysis is incorporated here.

231. The evidence also shows that Platt did not authorize Hoover to change him to a Humana policy, that Platt's purported signature on the Scope of Sales Appointment is noticeably different from the other sample signatures, and that after Platt was switched to a Humana policy, he contacted Humana to cancel the policy.

232. As a result, there is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(e) when he submitted an application to Humana on Platt's behalf without Platt's authorization

233. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by fraudulently and dishonestly submitting a Scope of Sales Appointment Confirmation with a signature that he knew or should have known was not Platts's.

234. There is sufficient evidence to support the conclusion that Hoover violated Idaho Code § 41-1016(1)(h) by filing the application to Humana on Platt's behalf without permission from Platt.

PRELIMINARY ORDER

235. Based on the findings of fact and conclusions of law set forth above, it is hereby ordered that, pursuant to Idaho Code §§ 41-1016, 41-117, and 41-1026(3), Hoover's license be suspended for 3 months for each violation of the Idaho Code identified above. By the hearing officer's count, there are 24 violations, and therefore Hoover's license is suspended for 72 months. To the extent that Idaho Code § 41-1026(3) requires Hoover to reapply for a license, Hoover must show "good cause why the prior revocation . . . shall not be deemed a bar to the issuance of a new license."

236. Hoover is ordered to pay an administrative penalty of \$250.00 for each violation of the Idaho Code identified above. By the hearing officer's count, there are 24 violations, resulting in a total administrative penalty of \$6,000.00.

NOTICE OF RIGHTS

237. This is a Preliminary Order of the Hearing Officer, made pursuant to IDAPA 04.11.01. 730. It can and will become final without further action of the agency unless any party petitions for reconsideration before the hearing officer issuing it or appeals to the hearing officer's superiors in the agency. Any party may file a motion for reconsideration of this preliminary order with the hearing officer issuing the order within fourteen (14) days of the service date of this order. The hearing officer issuing this order 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).

238. 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 from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing appeal or take exceptions 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 agency head (or designee of the agency head). Otherwise, this preliminary order will become a final order of the agency.

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

240. If the agency head (or designee) grants a petition to review the preliminary order, the agency head (or designee) shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. The agency head (or 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 or for good cause shown. The agency head (or designee) may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order.

241. Pursuant to Sections 67-5270 and 67-5272, Idaho Code, 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) A 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 agency action is located. Such an 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.

IT IS SO ORDERED

Dated this 11th day of July, 2024.

/s/ Stephen L. Adams
Stephen L. Adams, Hearing Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 11, 2024, I caused a true and correct copy of the foregoing document to be served upon the following parties by the designated means:

Larsen T. J. Kohler RUNFT DINDINGER KOHLER, PLLC 1020 W. Main St., Suite 400 Boise, ID 83702 <i>Counsel for Respondent</i>	I am running a few minutes late; my previous meeting is running over. First Class Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> E-mail: service@rdkboise.com ; ltk@rdkboise.com
Michael Witry Deputy Attorney General Idaho Department of Insurance 700 W. State St., 3 rd Floor PO Box 83720 Boise, ID 83720-0043 <i>Counsel for Idaho Dept. of Insurance</i>	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> E-mail: Michael.Witry@doi.idaho.gov ; Jan.Noriyuki@doi.idaho.gov

/s/ Stephen Adams
Stephen L. Adams