

SHELLEY A. COUDREAUT (9663)
Assistant Attorney General
DEREK E. BROWN (10476)
Attorney General
Attorneys for Utah Insurance Department
160 East 300 South, 5th Floor
P.O. Box 140874
Salt Lake City, Utah 84114-0874
Telephone: (801) 366-0375
Email: sacoudreaut@agutah.gov

BEFORE THE UTAH INSURANCE COMMISSIONER

UTAH INSURANCE DEPARTMENT, Complainant, vs. ALEJANDRO MORENO, Respondent.	NOTICE OF AGENCY ACTION AND ORDER Docket No. 2025-4713 Donald H. Hansen Administrative Law Judge/Presiding Officer
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NOTICE OF AGENCY ACTION

The Utah Insurance Department (“the Department”) commences this agency action as an informal adjudicative proceeding against Alejandro Moreno (“Respondent”) pursuant to Utah Code §§ 31A-2-201 and 63G-4-201 through -203, and to Utah Admin. Code R.590-160.

This agency action is based on the facts and law set forth in the attached Declaration and is designated as an informal adjudicative proceeding pursuant to Utah Code § 63G-4-202(1) and Utah Admin. Code R.590-160-4 and -7.

ORDER

Based on the facts and the law set forth in the attached Declaration, and good cause appearing, the Utah Insurance Commissioner orders as follows:

1. Respondent's non-resident producer individual insurance license number 973140 is revoked.

2. Pursuant to Utah Code § 63G-4-203(1)(i) and Utah Admin. Code R.590-160-7(1), this informal adjudicative proceeding shall be deemed closed, and this Order shall become final and take full effect, 15 days after this Notice of Agency Action and Order is emailed to Respondent unless a request for a hearing on this matter is received from Respondent prior to that date.

3. A request for a hearing shall be in writing and sent by email to uidadmincases@utah.gov or by U.S. mail to Office of the Administrative Law Judge, Utah Insurance Department, 4315 S. 2700 W., Suite 2300, Taylorsville, UT 84129.

4. The request for hearing shall be signed by the person making the request and shall state the basis for the relief requested.

5. If you fail to request a hearing you will be bound by this Order. Failure to request a hearing will be deemed a failure to exhaust administrative remedies and will preclude any further administrative or judicial review or appeal of this matter.

DATED this 7th day of March 2025.

JONATHAN T. PIKE
Utah Insurance Commissioner

/s/ Donald H. Hansen
DONALD H. HANSEN
Administrative Law Judge/Presiding Officer
Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
Telephone: 801-957-9321
Email: uidadmincases@utah.gov

NOTICE REGARDING ENFORCEMENT OF THE ORDER

Failure to obey this Order may subject you to further penalties that include a forfeiture of up to \$2,500 per violation, with each day of the violation constituting a separate violation. Other penalties for failing to obey this Order may include license suspension, probation, refusal to renew, or revocation. Failure to obey this Order may also result in an action being taken against you in a court of competent jurisdiction where forfeitures of up to \$10,000 for each day the failure to comply continues until judgment is rendered. If you are licensed in other jurisdictions, you may be required to report this proceeding in those jurisdictions.

DECLARATION

Under criminal penalty of Utah law, I, Karen Maybury, declare the following:

1. I am currently employed as a Market Conduct Examiner with the Utah Insurance Department (“Department”) where my responsibilities include investigating and enforcing Utah insurance laws.

2. I submit this Declaration as the basis for issuing the Notice of Agency Action and Order against Alejandro Moreno (“Respondent”) to which this Declaration is attached.

3. Based on my personal knowledge and/or based on the facts appearing in the Department’s records and files, the following facts are true:

a. Respondent is a Utah non-resident producer individual insurance licensee, domiciled in Ohio, and authorized to do insurance business in Utah under license number 973140.

b. The Respondent, affiliated with Family First Life, was appointed as an agent to sell John Hancock Life Insurance Company (“JH”) policies on January 26, 2023.

c. On October 13, 2023, the Department received notice from JH that the Respondent’s agent appointment with JH had been terminated for cause.

d. JH reported to the Department that they had conducted an internal investigation into the Respondent when e-Applications the Respondent submitted were flagged for suspicious activity.

e. The investigation revealed that, between January 26, 2023, and June 17, 2023, the Respondent had submitted eighteen questionable applications, resulting in thirteen (13) JH policies for ten (10) individuals. Respondent was paid a total of \$17,605.17 in commissions credited to his JP Morgan Chase bank account # xxxxxx931.

f. As part of the internal investigation, JH learned that premium payments for six of the

insureds were paid from the same JP Morgan Chase personal account, # xxxxxx147. This account is owned by the Respondent and was used to pay Respondent's premiums on his own policies.

g. On September 18, 2023, Lisa Fisher, a Senior Investigator for Global Investigative & Forensic Services ("GIFS"), interviewed the Respondent by phone. Respondent claimed that he paid the policy premiums for the five other insureds because three were his relatives (mother, cousin and brother), one was a former domestic partner, and the other was a business partner. Respondent further stated he had paid the premiums for all of these policies to "secure insurance coverage and expand his network".

h. Fisher was able to determine that the individual the Respondent claimed was his brother ("S.B."), was in fact not related to the Respondent. S.B. was an agent that previously worked at Family First Life with the Respondent. When Fisher confronted the Respondent with this information, the Respondent confirmed that S.B. is not his brother as previously indicated, then changed his story stating that the Respondent "treats him like a brother" even though they are not related.

i. On September 21, 2023, Fisher contacted the woman identified by the Respondent as his "former domestic partner" ("S.E."), who confirmed she did not authorize a JH policy. S.E. stated she had dated the Respondent for about one month but had never lived with the Respondent. S.E. confirmed that she had never purchased any life insurance from the Respondent, and that the physical address and email address listed on the application were false.

j. JH identified a recorded call made on March 21, 2023, from the Respondent purporting to conference in S.E. to redraft premiums on a policy, which initially failed due to insufficient funds. When comparing S.E.'s voice on the March 21, 2023, recorded call made by the

Respondent to the JH phone interview with S.E. on September 21, 2023, the voice clearly does not appear to match. Further, during the phone interview, S.E. confirmed she did not apply for a JH life insurance policy. In an interview with the Respondent conducted by Fisher, Respondent confirmed he had opened a JH policy for S.E., and confirmed he had made the call conferencing in S.E. When confronted with the information provided by S.E. that she had never lived with the Respondent and had not authorized a policy, Respondent claimed S.E. was being untruthful. When asked why the voice on the call made by the Respondent did not match S.E.'s voice, Respondent stated "it probably sounded different because she was under a great deal of stress". Online research revealed that the Respondent shares the same address with his mother. No evidence was found to suggest that the Respondent and S.E. ever shared the same address.

k. The Respondent submitted three JH applications for his mother containing numerous inconsistencies. One application listed his mother's place of birth as Ohio, whereas two other applications listed that she was born in Indiana. The same beneficiary is listed in all three applications, however, two applications state the beneficiary relationship is child, while the third application states the relationship is sibling. Further, in a span of six months, the Respondent listed his mother's annual household income as \$250,000, \$200,000, and \$360,000 with an occupation in "retail" at Bed, Bath & Beyond (Bed, Bath & Beyond filed for bankruptcy in February 2023). When asked about the inconsistencies, Respondent claimed he made an error on the applications.

l. On September 22, 2023, Fisher contacted ("E.G."), the wife of insured "S.A., who explained that S.A. was currently deployed in the military and provided information in S.A.'s absence. E.G. confirmed that both her and her husband used to be friends with the Respondent, but stated they stopped being friends with him several months prior. E.G. confirmed she and her

husband did not apply for or authorize a JH policy and explained that they have life insurance through the military. E.G. further confirmed that she had noticed one payment withdrawn from their bank account for the unauthorized JH policy. After receiving a letter from JH notifying her of a potential fraudulent policy that had been issued, E.G. contacted the Respondent who told her he would cancel the policy, and it was “his bad” for issuing it. When confronted, by Fisher, with the information provided by E.G., the Respondent claimed that “the military required protection for civilian death since there is currently no active war, so he issued a policy for them”.

m. Another policy owners (not among those mentioned above) stated that they had not consented to purchase policies through the Respondent.

n. On September 26, 2023, Fisher contacted another insured regarding his JH policy. The insured confirmed that he and the Respondent used to be his friend, but the friendship had ended. The insured explained that the Respondent had contacted him about applying for a life insurance policy, and Respondent told the insured that this would help the Respondent “earn a commission” and “the insured could cancel it after a few months if he didn’t want to keep it.” The insured admitted he “felt pressured and manipulated” by the Respondent to purchase the life insurance policies, so he agreed to getting a policy at JH with the intention of cancelling it. The insured confirmed that in 2023, the Respondent also applied for two other policies in the insured’s name with Americo and Mutual of Omaha, which the insured had also cancelled. When Fisher told the Respondent that the insured had stated the Respondent had told him he should obtain life insurance to benefit the Respondent so he would be paid a commission, and that the insured could cancel the policy after a few months if he didn’t want to keep it, the Respondent quickly claimed he had another client meeting and ended the call.

o. On February 29, 2024, and April 8, 2024, the Department contacted the Respondent

requesting information related to Respondent's termination for cause from JH. In a response to the Department dated March 10, 2024, Respondent misrepresented the facts of his termination, claiming that his termination from JH was due to "indebtedness" and that he was on a payment plan to repay his debt to the company. However, at the time he made this statement, Respondent had already defaulted on his repayment to JH.

p. Further, Respondent claimed that he "always had the consent of the applicants to submit applications" on their behalf. When asked why he had been paying policy premiums for five policy owners other than himself from his personal bank account, the Respondent reiterated the personal relationships he had stated to the JH investigator, except this time, Respondent told the Department that the man he had previously stated was his brother, the Respondent now claimed was his business partner, and that his business partner's policy was a "keyman policy". A Keyman policy is a life insurance policy that protects a business from financial loss if a key employee dies or becomes disabled. In a keyman policy, the business owns the policy, pays the premiums, and is the beneficiary. Here, neither the Respondent nor his business were listed on the policy as owner or beneficiary.

4. The above declared facts demonstrate that the following Utah insurance law(s) were not complied with:

plied with:

a. Respondent violated Utah Code § 31A-23a-111(5)(b)(i), by being unqualified for a license under Utah Code §§ 31A-23a-104, 105, or 107;

b. Respondent violated Utah Code §31A-23a-111(5)(b)(ii)(A), by having violated an insurance statute;

c. Respondent violated Utah Code § 31A-23a-111(5)(b)(xvi)(A) and (B), when in the conduct of business in this state or elsewhere used fraudulent, coercive or dishonest practice, or demonstrated incompetence, untrustworthiness, or financial irresponsibility;

d. Respondent violated Utah Code § 31A-23a-111(5)(b)(xviii)(B), by forging another's name to an application for insurance;

e. Respondent violated Utah Code § 31A-23a-111(5)(b)(xxiv), by engaging in a method or practice in the conduct of business that endangers the legitimate interests of customers and the public;

f. Respondent violated Utah Code § 31A-23a-107(2)(a), by failing to meet the competent and trustworthy character requirements;

g. Respondent violated Utah Code § 31A-23a-402.5(1)(a), when acting as a producer, consultant, or other licensee, induced a person to enter into, continue, or terminate an insurance contract by offering a benefit that is not: (i) specified in the insurance contract; or (ii) directly related to the insurance contract;

h. Respondent violated Utah Code § 31A-31-103(1)(a), when, with the intent to deceive or defraud, knowingly presented or caused to be presented to an insurer any oral or written statement or representation knowing that the statement or representation contained false, incomplete or misleading information concerning any fact material to an application for the issuance or renewal of an insurance policy, certificate, or contract, as part of or in support of obtaining an insurance policy the insurer would otherwise not issue on the basis of underwriting criteria applicable to the person; **NOTICE: Pursuant to Utah Code § 31A-31-109, a person who violates Title 31A, Chapter 31 is subject to the civil penalties outlined in section 109, including restitution,**

investigation costs and civil penalties not to exceed three times the amount of value improperly sought or received from the fraudulent insurance act.

i. Respondent violated Utah Code § 31A-31-103(1)(f), by knowingly supplying false or fraudulent material information in any document or statement required by the department;

NOTICE: Pursuant to Utah Code § 31A-31-109, a person who violates Title 31A, Chapter 31 is subject to the civil penalties outlined in section 109, including restitution, investigation costs and civil penalties not to exceed three times the amount of value improperly sought or received from the fraudulent insurance act.

j. Respondent violated Utah Code § 31A-2-202(6), by failing to provide information submitted to the commissioner that is accurate and complete; and

k. Respondent violated Utah Code § 31A-23a-111(5)(b)(xiii)(B), by intentionally misrepresenting the terms of an actual or proposed application for insurance.

5. Based on Utah Code § 31A-2-308 and other similar enforcement cases, the Respondent's insurance license should be revoked.

DATED this 6th day of March 2025, at Salt Lake City, Salt Lake County, Utah.

/s/ Karen Maybury

Karen Maybury, Examiner
Utah Insurance Department

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing Notice of Agency Action and Order, with the Declaration attached to it, was sent to:

Alejandro Moreno
[REDACTED]
[REDACTED]
[REDACTED]

and

Karen Maybury
Utah Insurance Department
[REDACTED]

DATED this 7th day of March 2025.

/s/ Jeanine Couser
Jeanine Couser
Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
801-957-9321