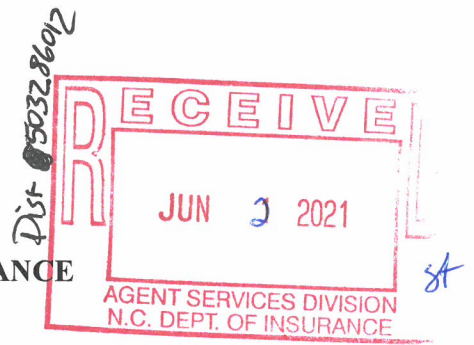


NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF ANTHONY M. LAMANNA  
LICENSE NO. 0018231101

VOLUNTARY SETTLEMENT  
AGREEMENT

**NOW COME**, Anthony Michael LaManna (hereinafter “Mr. LaManna”) and the Agent Services Division of the North Carolina Department of Insurance (hereinafter “Agent Services Division”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

**WHEREAS**, the North Carolina Department of Insurance has the authority and responsibility for enforcement of the insurance laws of this State, and Agent Services Division regulates and licenses insurance agents; and

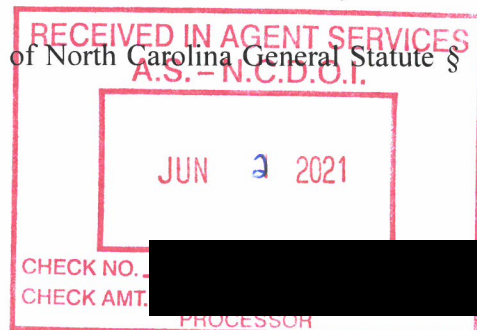
**WHEREAS**, Mr. LaManna currently holds a non-resident producer’s license with authority for Property and Casualty lines of insurance issued by the North Carolina Department of Insurance; and

**WHEREAS**, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

**WHEREAS**, the Louisiana Department of Insurance revoked Mr. LaManna’s individual producer’s license effective February 18, 2019 for failure to disclose pending criminal charges on his renewal application and failure to report the criminal convictions within thirty (30) days and submit the required documentation, violations of the Louisiana Insurance Code; and

**WHEREAS**, Mr. LaManna did not report this administrative action taken against his insurance producer’s license within 30 days after the final disposition of that matter as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; and

**WHEREAS**, Mr. LaManna admits to this violation of North Carolina General Statute § 58-33-32(k); and



**WHEREAS**, North Carolina General Statute § 58-2-69(c) provides that if a licensee is convicted in any court or competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner within 10 business days after the date of the conviction; and “conviction” includes an adjudication of guilt, a plea of guilty, or a plea of “nolo contendere; and

**WHEREAS**, Mr. LaManna pled guilty on September 19, 2018 to felony burglary and violating a protective order in the Court of Common Pleas, Cuyahoga County Ohio; and

**WHEREAS**, such convictions were not reported to the North Carolina Insurance Commissioner as required by the provisions of N.C. Gen. Stat. § 58-2-69(c); and

**WHEREAS**, Mr. LaManna admits to these violations of North Carolina General Statute § 58-2-69(c); and

**WHEREAS**, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state’s regulator; and

**WHEREAS**, Mr. LaManna has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies, or restitution based on these matters against Mr. LaManna; and

**WHEREAS**, this Agreement is civil in nature and does not preclude criminal prosecution that may result from ongoing investigations by the North Carolina Department of Insurance’s Criminal Investigation Division for violation of criminal laws; and

**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing; and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. LaManna and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. LaManna shall pay a civil penalty of five hundred dollars (**\$500.00**) to the Agent Services Division. The form of payment shall be by certified check, cashier’s check or money order. The check or money order for the payment of this civil penalty shall be payable to the “North Carolina Department of Insurance.” Mr. LaManna shall remit the civil penalty by U.S. Priority Mail or designated delivery service (e.g., UPS, Federal Express, etc.) providing a tracking number to Agent Services Division together with the original copy of this signed Agreement. **The civil penalty and the signed Agreement must be received by the Department no later than Tuesday, June 1, 2021.** The civil penalty shall be subject to

disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.

2. This Agreement does not in any way affect the North Carolina Department of Insurance's or the Agent Service Division's disciplinary power in any future examination of Mr. LaManna or in any other complaints involving Mr. LaManna.
3. Mr. LaManna enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. LaManna understands he may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. LaManna understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the North Carolina Department of Insurance or the Agent Services Division. Following the execution of this Agreement, all licenses issued by the North Carolina Department of Insurance to Mr. LaManna shall reflect that Regulatory Action has been taken against him. The North Carolina Department of Insurance is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The North Carolina Department of Insurance routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. Be aware that if a state or federal regulator other than the North Carolina Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The North Carolina Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

**[SIGNATURE PAGE FOLLOWS]**

[Redacted Signature]

Anthony Michael LaManna  
N.C. Producer License No. 0018231101

Date: 05/26/2021

**NORTH CAROLINA DEPARTMENT OF INSURANCE**

By: [Redacted Signature]  
Angela Hatchell  
Deputy Commissioner

Date: 6/2/2021