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RECEIVED IN AGENT SERVICES
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**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 JUSTIN GARRETT LAMAY
NPN #17187314**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Justin Garrett LaMay (hereinafter "Mr. LaMay") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents and producers; and

WHEREAS, Mr. LaMay currently holds a non-resident producer's license with the Department with authority for Property and Casualty Personal Lines insurance; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, Mr. LaMay was the subject of a criminal prosecution in Tempe, Arizona in 2002 where he was charged with public urination and found guilty for failure to appear; and

WHEREAS, Mr. LaMay did not disclose his criminal history on his license application as required by North Carolina General Statute § 58-33-46(a)(1), and, therefore, was in violation thereof; and

WHEREAS, Mr. LaMay admits to this violation; and

WHEREAS, Mr. LaMay has agreed to settle, compromise, and resolve the matters referenced in this Agreement and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. LaMay; 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. LaMay and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. LaMay shall pay a civil penalty of **\$250.00** to the Department. 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. LaMay shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **January 9, 2017**. 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 Department's disciplinary power in any future examination of Mr. LaMay or in any other complaints involving Mr. LaMay.
3. Mr. LaMay 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. LaMay 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. LaMay 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 Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. LaMay shall reflect that Regulatory Action has been taken against him. The Department 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 Department routinely provides copies of voluntary settlement agreements 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.

LICENSEE

N.C. Department of Insurance



By: Justin G. LaMay
NPN #17187314

12-22-16
Date



By: ~~Angela Ford~~ Rebecca Shigtly
~~Senior Deputy Commissioner~~ Deputy Commissioner

1/12/17
Date