

N. C. DEPARTMENT OF INSURANCE AGENT SERVICES DIVISION RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA COUNTY OF WAKE BEFORE THE COMMISSIONER OF INSURANCE

IN THE MATTER OF THE LICENSURE OF ANTHONY LAJUAN MITCHELL NPN: 8428152 VOLUNTARY SETTLEMENT AGREEMENT

**NOW COME**, Anthony Lajuan Mitchell (hereinafter "Mr. Mitchell") and the N.C. Department of Insurance (hereinafter "Agent Services Division"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agencies and agents; and

WHEREAS, Mr. Mitchell currently holds a Non-Resident Producer's license with authority for Accident Health or Sickness insurance and a Medicare Supplement-Long Term Care Insurance license issued by the Agent Services Division; 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 Florida Department of Financial Services in an administrative proceeding, effective May 15, 2025, denied Mr. Mitchell's application for licensure as a non-resident producer based on prior criminal history. On October 25, 2006, Mr. Mitchell, in the District Court of Collin County, Texas, in Case No. 219-80254-06, entered a plea of guilty to the charge of Injury to a Child with Intentional Bodily Injury, a 3<sup>rd</sup> Degree Felony. Adjudication was deferred, and 3 years of community supervision and payment of court costs and fines were ordered.

On December 10, 2015 in the Criminal Court of Dallas County, Texas in Case No. F-1423932, Mr. Mitchell pled guilty to the charge of Driving While Intoxicated, 3<sup>rd</sup> of More, a 3rd degree felony. Adjudication of guilt was deferred. Mr. Mitchell was sentence to five (5) years' probation and ordered to pay court costs and fines. On August 28, 2018 Mr. Mitchell violated his

probation causing his probation to be revoked and was sentenced to two (2) years of confinement. Mr. Mitchell was given a credit of seven (7) months and forty-five (45) days served and ordered to pay costs. Mr. Mitchell was released on December 16, 2019; and

WHEREAS, Mr. Mitchell did not report the administrative on action taken by the Florida Department of Financial Services to the Agent Services Division within 30 days after the final disposition of those matters as required by North Carolina General Statute § 58-33-32(k) and was therefore in violation thereof; and

WHEREAS, N.C. Gen. Stat. § 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, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

WHEREAS, Mr. Mitchell 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. Mitchell; and

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Mitchell and the Agent Services Division hereby agree to the following:

- 1. Immediately upon the signing of this Agreement, Mr. Mitchell shall pay a civil penalty of \$250.00 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. Mitchell shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Agent Services Division no later than November 28, 2025. The civil penalty shall be subject to disbursements 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 Agent Services Division's disciplinary power in any future examination of Mr. Mitchell or in any other complaints involving Mr. Mitchell.

- 3. Mr. Mitchell 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. Mitchell 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. Mitchell 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 <u>not</u> be held confidential by the Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agent Services Division to Mr. Mitchell shall reflect that Regulatory Action has been taken against him. The Agent Services Division 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 Agent Services Division, upon request, will provide a copy of the voluntary settlement agreement to 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 Agent Services Division has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The Agent Services Division cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

N. C. Department of Insurance Agent Services Division

By: Anthony Lajuan Mitchell NPN: 8428152 By: Joe Wall Deputy Commissioner

Date: 11/21/2025

Date: 2 3 2025