

**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 STEPHEN TALBERT
LICENSE NO. 0011812819**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Stephen Talbert (hereinafter "Mr. Talbert") and the North Carolina Department of Insurance Bail Bond Regulatory Division (hereinafter "BBRD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the BBRD has the authority and responsibility for the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Talbert holds an active license as a Surety Bail Bondsman issued by the BBRD; and

WHEREAS, information received by the BBRD relating to bonds written on behalf of Defendant Brian Gregory Sealy reflected violations of the North Carolina statutes and rules regulating bail bondsmen and the business of bail bonds on the part of Mr. Talbert; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(5) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article, in accordance with the provisions of Article 3A of Chapter 150B of the General Statutes, for fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction.

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(8) provides, among other things, that the Commissioner may deny, place on probation, suspend, revoke or refuse to renew any license when in the judgment of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; and

WHEREAS, N.C. Gen. Stat § 58-71-167 provides:

(a) In any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal. The memorandum shall contain the following information: (1) The amount of the premium payment deferred or not yet paid at the time the defendant is released from jail. (2) The method and schedule of payment to be made by the defendant to the bondsman, which shall include the dates of payment and amount to be paid on each date. (3) That the principal is entitled to a copy of the memorandum.

(b) The memorandum must be signed by the defendant and the bondsman, or one of the bondsman's agents, and dated at the time the agreement is made. Any subsequent modifications of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the

principal; and

WHEREAS, Mr. Talbert did not comply with the requirements of NC Gen. Stat § 58-71-167(b), and therefore was in violation thereof; and

WHEREAS, N.C. Gen. Stat. § 58-71-140 (d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral security or premium for executing this appearance bond; (2) If promised a premium, the amount of premium promised and the due date; (3) If the bondsman has received a premium, the amount of the premium received; (4) If given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

WHEREAS, Mr. Talbert did not comply with the requirements of N.C. Gen. Stat. § 58-71-140 (d)(2) and therefore was in violation thereof; and

WHEREAS, N.C. Gen. Stat. § 58-71-20 provides that at any time before there has been a breach of the undertaking in any type of bail or fine and cash bond the surety may surrender the defendant to the sheriff of the county in which the defendant is bonded to appear or to the sheriff where the defendant was bonded; in such case the full premium shall be returned within 72 hours after the surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following: (1) Willfully fails to pay the premium to the surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167. (2) Changes his or her address without notifying the surety before the address change. (3) Physically hides from the surety. (4) Leaves the State without the permission of the surety. (5) Violates any order of the court. (6) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any State or federal court. (7) Knowingly provides the surety with incorrect personal identification, or uses a false name or alias; and

WHEREAS, N.C. Gen. Stat § 58-71-41. First-year licensees; limitations. (a) provides: Except as provided in this section, a first-year licensee shall have the same authority as other persons licensed as bail bondsmen or runners under this Article. Except as provided in subsection (d) of this section, a first-year licensee shall operate only under the supervision of and from the official business address of a licensed supervising bail bondsman for the first 12 months of licensure. A first-year licensee may only be employed by or contract with one supervising bail bondsman; and

WHEREAS, Mr. Talbert allowed Ms. Beverly Talbert, who was a First Year Licensee being supervised by Mr. Talbert, to independently and without his direct supervision as required by N.C. Gen. Stat. § 58-71-41 to surrender Mr. Sealy without cause to the Court, without returning the premium paid by Mr. Sealy within 72 hours of the surrender, in violation to the provisions of N.C. Gen. Stat. § 58-71-20; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a) (7), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for failure to comply with or violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

WHEREAS, Mr. Talbert's violations of N.C. Gen. Stat. §§ 58-71-20, 58-71-167, 58-71-140 (d)(2), and 58-71-41 demonstrate a failure to comply with and/or a violation of the provisions of Article

71 of Chapter 58 of the North Carolina General Statutes for which Mr. Talbert's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. §§ 58-71-80(a)(5) and (8); and

WHEREAS, Mr. Talbert admits to the violations set out herein; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the BBRD have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Talbert has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the BBRD has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies, or restitution based on these matters against Mr. Talbert; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations by the Department's Criminal Investigation Division for violations of criminal laws

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the BBRD and Mr. Talbert hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Talbert shall pay a **civil penalty of \$1,000.00** to the North Carolina Department of Insurance. The form of payment shall be in a 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. Talbert shall send the civil penalty by certified mail, return receipt requested, to the N.C. Department of Insurance, Bail Bonds Regulatory Division, 106 Baker Road, Archdale, NC 27263 simultaneously with the return of this Agreement, signed by Mr. Talbert. The civil penalty and the signed Agreement must be received by the BBRD no later than **July 13, 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 the public schools.
2. Mr. Talbert was ordered to and has agreed to return the premium on Bond 20CR053318 in the amount of \$4,750 written by Beverly Talbert for Brian Gregory Sealy during her first twelve (12) months being a licensee and being supervised by Mr. Talbert, to Mr. Sealy mailed to the address obtained by BBRD from Mr. Sealy: 237 Americus Road, Taylor Town, NC 27376 within 72 hours from May 13, 2021 at 1:30 pm.; and
3. Mr. Talbert, as supervising licensed agent to Ms. Beverly Talbert, is required to ensure that Ms. Talbert has provided the \$250.00 premium receipt paid to her by Mr. Sealy, for bond 20CR53483 within 72 hours of May 31, 2021 at 1:30p.m and has issued a receipt therefor; and
4. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Talbert will be required to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and retake and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman, and shall be completed by **July 13, 2021** and forward a Certificate of Completion to Linda.Long@ncdoi.gov; **please be advised**

that such requirement is in addition to completing current statutory requirements regarding annual continuing education requirements, in that such be **completed no later than the current compliance period** if not already completed, and submit documented verification of such completion to the Department.

4. Mr. Talbert shall obey all laws and regulations applicable to all licenses issued to him; and
5. Mr. Talbert enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Talbert understands that he may consult with an attorney prior to entering into this Agreement.
6. This Agreement does not in any way affect the BBRD's disciplinary power in any future follow-up examinations of Mr. Talbert, or in any other cases or complaints involving Mr. Talbert.
7. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Talbert understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.
8. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the BBRD to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The BBRD is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. The BBRD, upon request, routinely provide a copy of the voluntary settlement agreement to all companies that have appointed the licensee.
11. This Settlement Agreement shall become effective when signed by Mr. Talbert and the BBRD.

**N. C. Department of Insurance
Bail Bond Regulatory Division**

[Redacted Signature]

By: Stephen Talbert
License No. 0011812819

[Redacted Signature]

By: Marty Stinner
Senior Deputy Commissioner

Date: 6/30/2021

Date: 7/6/2021