

**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 F. TALBERT  
LICENSE NO. 11812819**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Stephen F. Talbert (hereinafter "Mr. Talbert") 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 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 Department; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-80(a)(4) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license for misappropriation, conversion or unlawful withholding of moneys belonging to insurers or others received in the conduct of business under the license; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-80(a)(8) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license, among other things, for demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-95(5) provides that no bail bondsman or runner shall accept anything of value from a principal or from anyone on behalf of a principal except the premium, which shall not exceed fifteen percent (15%) of the face amount of the bond; provided that the bondsman shall be permitted to accept collateral security or other indemnity required by the bondsman; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-95(5) further provides that collateral security or other indemnity required by the bondsman to be reasonable in relation to the amount of the bond and shall be returned within 15 days after final termination of liability on the bond; and

**WHEREAS**, Mr. Talbert wrote a bond on Christopher W. Covington on February 20, 2018, for which Ms. Ruth Covington, Mr. Covington's mother, paid the bond fee of \$50.00 and collateral on the bond in the amount of \$1500.00 by means of Pay Pal for a total of \$1650.00; and

**WHEREAS**, Ms. Covington requested to have her son surrendered on February 27, 2018 and requested a refund of her collateral since liability of the bond had terminated; and

**WHEREAS**, Mr. Talbert's wife wrote Ms. Covington a check in the amount of \$1450.00 deducting the credit card fee of \$50.00, which according to Mr. Talbert was done in error, which was in violation of the provisions of N.C. Gen. Stat. § 58-71-95(5); and

**WHEREAS**, Mr. Talbert refunded the credit card fee after being contacted by the Department; and

**WHEREAS**, the Department, after reviewing all the bonds written by Mr. Talbert for the past three (3) years, found that a fee from Pay Pal payment made by Ms. Nichole Marie Holobinka, in the amount of \$75.00 was deducted from the return of collateral; and

**WHEREAS**, Mr. Talbert's violations of the provisions of N.C. Gen. Stat. § 58-71-95(5), 58-71-80 (a) (4), (5) and (8) 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)(7); 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 admits to the violations set out herein; 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 Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Talbert; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department 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

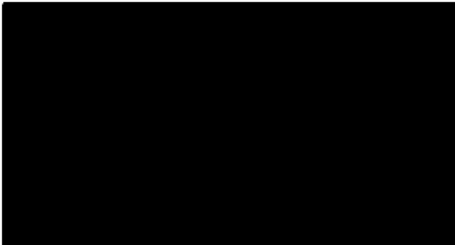
**NOW, THEREFORE**, in consideration of the promises and agreements set out herein, the Department and Mr. Talbert hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Talbert shall pay a **civil penalty of \$4,000.00** to the Department. 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 Department simultaneously with the return of this Agreement, signed by Mr. Talbert. The civil penalty and the signed Agreement must be received by the Department no later than **November 29, 2019**. 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. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Talbert will be required to refund the amount of \$75.00 to Ms. Nichole Marie Holobinka with proof of

payment submitted to the Department.

3. Mr. Talbert shall obey all laws and regulations applicable to all licenses issued to him.
4. 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.
5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Talbert, or in any other cases or complaints involving Mr. Talbert.
6. 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.
7. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. All licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department 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 Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
8. This Settlement Agreement shall become effective when signed by Mr. Talbert and the Department.

**N.C. DEPARTMENT OF INSURANCE**

  
By: Stephen F. Talbert  
License No. 11812819

  
By: Marty Sumner

**Deputy Commissioner**

Date: 11/26/2019

Date: 12/2/19