

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

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**In the Matter of:** )  
 )  
**Yvonnya Leann Richburg** )  
**Former Branch Manager** )  
**Wachovia Bank, N.A.** )  
**Charlotte, NC** )

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**STIPULATION AND AGREEMENT TO CONSENT ORDER**

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”) is prepared to contend that Yvonnya Leann Richburg (“Respondent”) engaged in unsafe or unsound banking practices at Wachovia Bank, N.A. (“Bank”) by failing to perform sufficient due diligence before approving applications for lines of credit to be used for the benefit of a third party, as a result of which the Bank suffered losses when the Bank discovered that the supposed borrowers did not apply for credit and that the third party who provided the applications to Respondent had defrauded the Bank; and

WHEREAS, the Comptroller intends to initiate a cease and desist proceeding against Respondent pursuant to 12 U.S.C. § 1818(b), with respect to these contentions; and

WHEREAS, in the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings with respect to the above matter, and without admitting or denying any wrongdoing, Respondent desires to enter into this Stipulation and Agreement to Consent Order (“Order”) and the Consent Order incorporated herein;

NOW, THEREFORE, in consideration of the above premises, it is stipulated by and between the Comptroller, through his duly authorized representative, and Respondent that:

## Article I

### JURISDICTION

(1) The Bank is a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, 12 U.S.C. § 1 et seq. Accordingly, the Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) Respondent was a Branch Manager of the Bank and is an “institution-affiliated party” of the Bank as that term is defined in 12 U.S.C. § 1813(u), having served in such capacity within six (6) years from the date hereof (see 12 U.S.C. § 1818(i)(3)).

(3) Pursuant to 12 U.S.C. § 1813(q), the Comptroller is the “appropriate Federal banking agency” to maintain an enforcement proceeding against institution-affiliated parties. Therefore, Respondent is subject to the authority of the Comptroller to initiate and maintain this cease and desist proceeding against her pursuant to 12 U.S.C. § 1818(b).

## Article II

### CEASE AND DESIST ORDER FOR RESTITUTION

(1) This Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. § 1818(b).

(2) Pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818, the Comptroller hereby orders that Respondent shall take the following actions:

(3) Prior to accepting employment with an insured depository institution, or otherwise accepting any position that would cause her to become an “institution-affiliated party”

within the meaning of 12 U.S.C. § 1813(u), Respondent shall provide to the Board of Directors of the insured depository institution and to her proposed immediate supervisor (if any) a copy of this Order.

(4) Within ten (10) days of providing a copy or copies of this Order in accordance with paragraph (3) above, Respondent certify in writing that she has done so and mail a certification that contains the names of the individuals to whom she provided the Order to the Director, Enforcement and Compliance Division, Office of the Comptroller of the Currency, 250 E Street SW, Washington DC 20219.

(5) With respect to any insured depository institution with which Respondent is or may become an institution-affiliated party, Respondent shall:

- (a) Not participate in the approval of, or influence the approval of any extension of credit;
- (b) Avoid engaging in any unsafe or unsound practices, as that term is used in Title 12 of the United States Code; and
- (c) Adhere to the written policies and procedures of the insured depository institution, or seek and receive written permission from appropriate authorized individuals to do otherwise.

### Article III

#### WAIVERS

(1) By executing this Order, Respondent waives:

- (a) the right to the issuance of Notice under 12 U.S.C. § 1818(b);

- (b) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(b) and 12 C.F.R. Part 19;
- (c) all rights to seek judicial review of this Order;
- (d) all rights in any way to contest the validity of this Order;
- (e) any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Order, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412; and
- (f) all rights to assert a “double jeopardy” claim in the event of a criminal prosecution brought by the Department of Justice for the acts which form the basis for issuance of this Order.

(2) Respondent further agrees that the Order shall become effective upon its execution by the Comptroller or his designee and shall be fully enforceable by the Comptroller under the provisions of 12 U.S.C. § 1818(i). Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller or his designee may enforce any of the commitments or obligations undertaken by Respondent in the Order under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. Respondent expressly acknowledges that neither Respondent nor the Comptroller has any intention to enter into a contract.

(3) Respondent shall not cause, participate in or authorize the Bank (or any subsidiary or affiliate thereof) to incur, directly or indirectly, any expense for the payment of restitution under this Order, or any legal (or other professional) expense relative to the negotiation and issuance of this Order except in accordance with 12 C.F.R. § 7.2014 and Part 359; and Respondent shall not, directly or indirectly, obtain or accept any indemnification (or other reimbursement) from the Bank (or any subsidiary or affiliate thereof) with respect to such amounts except in accordance with 12 C.F.R. § 7.2014 and Part 359.

(4) Respondent acknowledges that she has read and understands the premises and obligations of this Order and declares that no separate promise or inducement of any kind has been made by the Comptroller, his agents or employees to cause or induce the Respondent to agree to consent to the issuance of this Order and/or to execute this Order.

(5) It is hereby agreed that the provisions of this Order constitute a settlement of this cease and desist proceeding contemplated by the Comptroller. The Comptroller agrees not to institute proceedings for the specific acts, omissions, or violations listed in the OCC's proposed contentions on the first page of this Order, unless such acts, omissions, or violations reoccur.

(6) It is further agreed that the provisions of this Order shall not be construed as an adjudication on the merits and, except as set forth above, shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any action affecting the Respondent if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(7) Respondent understands that nothing herein shall preclude any proceedings brought by the Comptroller to enforce the terms of this Order, and that nothing herein constitutes, nor shall Respondent contend that it constitutes, a waiver of any right, power, or

authority of any other representatives of the United States or agencies thereof, including the Department of Justice, to bring other actions deemed appropriate.

(8) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or arrangements, or negotiations between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands.

Ronald G. Schneck  
Ronald G. Schneck  
Director  
Special Supervision Division

3/22/04  
Date

Yvonnya Leann Richburg  
Yvonnya Leann Richburg

3/15/2004  
Date