

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

_____)	
In the Matter of)	
)	
ARCHIE G. OVERBY , individually,)	
and as an institution-affiliated party of)	OCC AA-EC-2016-27
)	
First National Bank)	
Waupaca, Wisconsin)	
_____)	

CONSENT ORDER

WHEREAS, the Office of the Comptroller of the Currency (“OCC”) initiated proceedings against Archie G. Overby (“Respondent”) pursuant to 12 U.S.C. §§ 1818(b), (e), and (i) through the issuance of a Notice of Charges for Prohibition and Restitution and Notice of Assessment of Civil Money Penalty dated June 30, 2016 (“Notice”);

WHEREAS, on August 5, 2016, Respondent filed an Answer and Affirmative Defenses to the Notice denying the allegations contained therein;

WHEREAS, on February 13, 2016, Respondent filed an Amended Answer and Affirmative Defenses to the Notice denying the allegations contained therein;

WHEREAS, in the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings with respect to this matter, Respondent desires to enter into this Consent Order (“Order”) issued pursuant to 12 U.S.C. §§ 1818(b), (e), and (i);

NOW, THEREFORE, it is stipulated by and between the OCC, through the duly authorized representative of the Comptroller of the Currency (“Comptroller”), and Respondent that:

ARTICLE I

JURISDICTION

(1) First National Bank, Waupaca, Wisconsin (“Bank”) is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) Respondent is a former director, officer, and employee 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 of this Order. *See* 12 U.S.C. § 1818(i)(3).

(3) The Bank is a national banking association within the meaning of 12 U.S.C. § 1813(q)(1)(A), and is chartered and examined by the OCC. *See* 12 U.S.C. § 1 *et seq.*

(4) The OCC is the “appropriate Federal banking agency” as that term is defined in 12 U.S.C. § 1813(q) and is therefore authorized to initiate and maintain this prohibition and removal, cease and desist, and civil money penalty action against Respondent pursuant to 12 U.S.C. §§ 1818(b), (e), and (i).

ARTICLE II

ORDER OF PROHIBITION

Respondent consents to, and it is ORDERED that:

(1) With respect to the institutions and agencies set forth in paragraph (2) of this Article, Respondent hereby agrees that he shall not:

- (a) participate in any manner in the conduct of their affairs;
- (b) solicit, procure, transfer, attempt to transfer, vote, or attempt to vote any proxy, consent, or authorization with respect to any voting rights;

- (c) violate any voting agreement previously approved by the “appropriate Federal banking agency,” as defined in 12 U.S.C. § 1813(q); or
- (d) vote for a director, or serve or act as an “institution-affiliated party,” as defined in 12 U.S.C. § 1813(u).

(2) The prohibitions in paragraph (1) of this Article apply to the following institutions and agencies:

- (a) any insured depository institution, as defined in 12 U.S.C. § 1813(c);
- (b) any institution treated as an insured bank under 12 U.S.C. §§ 1818(b)(3), (b)(4), or (b)(5);
- (c) any insured credit union under the Federal Credit Union Act;
- (d) any institution chartered under the Farm Credit Act of 1971;
- (e) any appropriate Federal depository institution regulatory agency; and
- (f) the Federal Housing Finance Agency and any Federal Home Loan Bank.

(3) Respondent’s entering into an acceptable voting agreement after obtaining written approval from the “appropriate Federal banking agency,” as defined in 12 U.S.C. § 1813(q), will not be considered a violation of this Order. Respondent shall thereafter comply with such a voting agreement.

(4) The prohibitions of paragraphs (1) and (2) of this Article shall cease to apply with respect to a particular institution if Respondent obtains the prior written consent of both the OCC and the institution’s “appropriate Federal financial institutions regulatory agency,” as defined in 12 U.S.C. § 1818(e)(7)(D).

(5) 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.

ARTICLE III

ORDER TO CEASE AND DESIST REQUIRING PAYMENT OF RESTITUTION

Respondent consents to, and it is ORDERED that:

(1) Consistent with the requirements of paragraph (3) of this Article, Respondent shall pay restitution in the amount of one million six hundred thousand dollars (\$1,600,000), which shall be paid in full on or before the sale of Respondent's shares of Waupaca Bancorporation, Inc. ("WBC") stock.

(2) The restitution required in paragraph (1) of this Article shall be paid to the Bank.

(a) Respondent shall make each payment by cashier's check or certified check made payable to the Bank, and shall deliver the payment to the Bank.

(b) Within seven (7) days of each payment under this Article, Respondent shall deliver by overnight mail a copy of the submitted payment to the Director, Enforcement and Compliance Division, 400 7th St., SW, Mail Stop 9E-11, Washington, DC 20219. The docket number of this case (AA-EC-2016-27) shall be entered on the submitted payment.

(3) Upon execution of this Order, Respondent shall provide to the Bank a promissory note in the amount of the outstanding restitution balance secured by a lien, collateral pledge agreement, and a valid, perfected security interest in all of Respondent's shares of WBC stock. Respondent shall thereafter comply with the promissory note and the collateral pledge agreement provided to the Bank pursuant to this Order. Until restitution is paid in full,

Respondent may not modify, amend, or alter the promissory note or the collateral pledge agreement in any way without the prior review and written determination of no supervisory objection by the Director for Special Supervision, 400 7th Street SW, Mail Stop 8E-12, Washington, DC 20219. In the event of litigation involving the Bank or its successors in interest, Respondent will in no manner contest the validity of the promissory note, the lien, the collateral pledge agreement, or the security interest.

(4) Within seven (7) days from the issuance of this Order, Respondent shall notify by overnight mail the Director of the Enforcement & Compliance Division of the address of his current place of residence, by completing the form attached hereto as Appendix A.

(5) Until the restitution is paid in full, upon each and every subsequent change in place of residence, if any, Respondent shall notify the Director of the Enforcement & Compliance Division of his new address within seven (7) days of such change in address, by sending by overnight mail written notice to Director of the Enforcement & Compliance Division, 400 7th St. SW, Mail Stop 9E-11, Washington, DC 20219.

(6) 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 become final pursuant to 12 U.S.C. § 1818.

ARTICLE IV

ORDER FOR CIVIL MONEY PENALTY

Respondent consents to, and it is ORDERED that:

(1) Respondent shall pay a civil money penalty in the amount of one hundred thousand dollars (\$100,000), which shall be paid in full according to the following payment schedule:

- (a) Twenty-five thousand dollars (\$25,000) shall be paid upon Respondent's execution of this Order; and
- (b) Seventy-five thousand dollars (\$75,000) shall be paid on or before the earlier of March 31, 2019, or within ten (10) days following the sale of any of Respondent's shares of WBC stock.

(2) Respondent shall make each payment in full by cashier's or certified check made payable to the Treasurer of the United States, and shall deliver the payment to: Office of the Comptroller of the Currency, P.O. Box 979012, St. Louis, Missouri 63197-9000. The docket number of this case (AA-EC-2016-27) shall be entered on the submitted payment.

(3) If Respondent fails to comply with any provision of this Order, then the entire balance of the civil money penalty amount described in this Article shall become immediately due and payable.

(4) 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.

(5) Until the civil money penalty is paid in full, upon each and every subsequent change in place of residence, if any, Respondent shall notify the Director of the Enforcement & Compliance Division of his new address within seven (7) days of such change in address, by sending by overnight mail written notice to Director of the Enforcement & Compliance Division, 400 7th Street S.W., Mail Stop 9E-11, Washington, DC 20219.

ARTICLE V
BANKRUPTCY

(1) If Respondent files for bankruptcy protection prior to making the payments in full as required by Articles III and IV of this Order, Respondent shall notify the Director of the Enforcement & Compliance Division within ten (10) days of the filing, by sending by overnight mail a copy of the filing to Director of the Enforcement & Compliance Division, 400 7th Street S.W., Mail Stop 9E-11, Washington, DC 20219.

(2) In any bankruptcy proceeding in which it is or may be contended that Respondent's obligation to pay a civil money penalty or restitution pursuant to this Order is subject to discharge, Respondent will in no manner contest the assertion of the OCC or any officer, employee, or agent of the OCC or any agent, officer, or representative of the United States, pursuant to 11 U.S.C. § 523(a) or otherwise, that the civil money penalty or restitution obligation in the Order arises out of acts which result in claims not dischargeable in bankruptcy.

ARTICLE VI
CLOSING

- (1) By executing this Order, Respondent waives:
- (a) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. §§ 1818(b), (e), and (i) and 12 C.F.R. Part 19;
 - (b) all rights to seek judicial review of this Order;
 - (c) all rights in any way to contest the validity of this Order; and
 - (d) any and all claims for fees, costs, or expenses against the United States, the OCC, or any officer, employee, or agent of the OCC, 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.

(2) Respondent shall not cause, participate in, or authorize the Bank (or any subsidiary or affiliate of the Bank) to incur, directly or indirectly, any expense relative to the negotiation and issuance of this Order except as permitted by 12 C.F.R. § 7.2014 and Part 359. In addition, Respondent shall not, directly or indirectly, obtain or accept any indemnification (or other reimbursement) from the Bank (or any subsidiary or affiliate of the Bank) with respect to such amounts except as permitted by 12 C.F.R. § 7.2014 and Part 359; provided, however, Respondent may not obtain or accept such indemnification with respect to payment of the civil money penalty.

(3) Respondent acknowledges that he 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 OCC or any officer, employee, or agent of the OCC to cause or induce Respondent to agree to consent to the issuance of this Order and/or to execute this Order.

(4) This Order constitutes a settlement of any proceedings arising out of the facts, omissions, or violations described in the Notice. The OCC agrees not to institute the proceedings referenced in the first whereas clause of this Order for the specific acts, omissions, or violations described in the Notice, unless such acts, omissions, or violations reoccur. However, the specific acts, omissions, or violations described in the Notice may be used by the OCC in future enforcement actions to establish a pattern of misconduct or the continuation of a pattern of misconduct.

(5) This Order shall not be construed as an adjudication on the merits and, except as set forth in paragraph (4) above, shall not inhibit, estop, bar, or otherwise prevent the OCC from

taking any action affecting Respondent if, at any time, the OCC deems it appropriate to do so to fulfill the responsibilities placed upon the OCC by the several laws of the United States.

(6) Nothing in this Order shall preclude any proceedings brought by the OCC to enforce the terms of this Order, and nothing in this Order 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.

(7) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Respondent expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the United States Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of those entities, to a contract affecting the OCC's exercise of its supervisory responsibilities.

(8) This Order is "issued with the consent of . . . the institution-affiliated party concerned," pursuant to 12 U.S.C. § 1818(h)(2).

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

(10) The provisions of this Order are effective upon issuance by the OCC, through the Comptroller's duly authorized representative, whose hand appears below, and shall remain effective and enforceable, except to the extent that, and until such time as, any provisions of this

Order shall have been amended, suspended, waived, or terminated in writing by the OCC,
through the Comptroller's duly authorized representative.

IN TESTIMONY WHEREOF, the undersigned has hereunto set his hand.

S/ Archie G. Overby

3/21/17

Archie G. Overby

Date

IT IS SO ORDERED.

S/Michael R. Brickman

3/24/17

Michael R. Brickman
Deputy Comptroller for Special Supervision

Date