

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

<b>In the Matter of:</b>	)	
	)	
Steven J. Ellsworth	)	AA-EC-11-41
Former Director and Chief Credit Officer	)	
	)	
Kevin W. Stevenson	)	AA-EC-11-42
Former Director and Chief Operations Officer	)	
	)	
Valley Capital Bank, N.A.	)	
Mesa, Arizona	)	

**NOTICE OF CHARGES FOR PROHIBITION AND RESTITUTION  
NOTICE OF ASSESSMENT OF A CIVIL MONEY PENALTY**

Take notice that on a date as determined by the Administrative Law Judge, a hearing will commence in Phoenix, Arizona, pursuant to 12 U.S.C. §§ 1818(b), (e), and (i), concerning the charges set forth herein to determine whether Orders should be issued against Steven J. Ellsworth former director and Chief Credit Officer and Kevin W. Stevenson former director and Chief Operations Officer (collectively “Respondents”) of Valley Capital Bank, N.A. in Mesa, Arizona (“Bank”), by the Comptroller of the Currency of the United States of America (“Comptroller” or “OCC”), prohibiting each of the Respondents from participating in any manner in the conduct of the affairs of any federally insured depository institution or any other institution, credit union, agency or entity referred to in 12 U.S.C. § 1818(e), and requiring Respondents to make restitution and pay civil money penalties.

The OCC intends to order Respondents to reimburse the Federal Deposit Insurance Fund for losses in the amount of eight-hundred-forty-seven-thousand dollars (\$847,000), pursuant to 12 U.S.C. § 1818(b)(6), for which Respondents will be jointly and severably liable. Moreover, after taking into account the financial resources, any good faith of Respondents, the gravity of the violations, the history of previous violations, and such other matters as justice may require,

as required by 12 U.S.C. § 1818(i)(2)(G), and after soliciting and giving full consideration to Respondents' views, the Comptroller hereby assesses civil money penalties in the amount of one-hundred-thousand dollars (\$100,000) against each of the Respondents, pursuant to the provisions of 12 U.S.C. § 1818(i). These penalties are payable to the Treasurer of the United States.

The hearing afforded Respondents shall be open to the public unless the Comptroller, in his discretion, determines that holding an open hearing would be contrary to the public interest.

In support of this Notice of Charges for Prohibition and Restitution, and Notice of Assessment of a Civil Money Penalty ("Notice"), the Comptroller charges the following:

### **Article I**

#### **JURISDICTION**

At all times relevant to the charges set forth below:

(1) The Bank was a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 et seq.

(2) The Bank was an "insured depository institution" as defined in 12 U.S.C. § 1813(c)(2) and within the meaning of 12 U.S.C. § 1818(i)(2).

(3) The OCC is the "appropriate Federal banking agency" within the meaning of 12 U.S.C. § 1813(q)(1) and for purposes of 12 U.S.C. § 1818(b), (e), and (i) to initiate and maintain enforcement proceedings against an institution-affiliated party.

(4) Respondent Ellsworth is a former director, Chief Credit Officer, and "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)).

(5) Respondent Stevenson is a former director, Chief Operations Officer, and “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)).

(6) Respondents are subject to the authority of the Comptroller to initiate and maintain prohibition, restitution, and civil money penalty proceedings against them pursuant to 12 U.S.C. §§ 1818(b)(6), (e), and (i).

## **Article II**

### **BACKGROUND**

(7) In or around January 2007, Respondents created PCBA Acquisitions LLC (“PCBA LLC”) to be the corporate entity through which Respondents would effectuate the purchase of Premier Commercial Bank of Arizona, N.A. (predecessor to the Bank).

Respondents were the sole owners and officers of PCBA LLC.

(8) In September 2007, Respondents incurred personal debts of at least \$2,220,004 as part of their effort to purchase Premier Commercial Bank of Arizona, N.A. from its controlling holding company.

(a) Respondents borrowed \$920,000 from another bank (“Lender 1”). This loan was a seven-year, variable rate, interest-only loan, with interest payments due monthly.

(b) Respondents borrowed \$500,000 from an individual (“Lender 2”). This loan was a three-year loan with principal and interest due on maturity.

(c) Respondents borrowed \$500,000 from another individual (“Lender 3”). Respondents promised Lender 3 that they would repay the principal on this loan,

as well as \$50,000 in interest and fees, within three calendar months after obtaining the loan.

(d) Respondents borrowed \$220,000 from a husband and wife (“Lender 4”). Respondents promised Lender 4 that they would repay the principal on this loan, as well as \$22,000 in interest and fees, within three calendar months after obtaining the loan.

(e) Respondents committed to reimburse an \$80,004 investment in Bank stock made by a future Bank employee (“Employee A”). Subsequent to the investment, Employee A requested and Respondents agreed to pay Employee A interest on the \$80,004 investment.

(9) The transaction through which Respondents purchased Premier Commercial Bank of Arizona, N.A. closed on or about September 21, 2007.

(10) In October 2007, Respondents renamed Premier Commercial Bank of Arizona, N.A. as Valley Capital Bank, N.A. (the “Bank”).

(11) Respondent Ellsworth served as director and Chief Credit Officer of the Bank during September 2007 through at least June 2009. Respondent Stevenson served as director and Chief Operations Officer of the Bank during September 2007 through at least June 2009. Respondents’ employment with the Bank terminated in August 2009.

(12) On December 11, 2009, the Bank was closed and placed into receivership with the Federal Deposit Insurance Corporation.

(13) At all relevant times, Respondents were voting members of the Bank's Loan Committee and Board of Directors ("Board").

(14) At all relevant times, Respondents were executive officers of the Bank as that term is used in 12 U.S.C. § 375a, 12 C.F.R. Part 215.

(15) Executive officers of a bank are prohibited from receiving general purpose extensions of credit from that bank in excess of \$100,000, pursuant to 12 U.S.C. § 375a and 12 C.F.R. Part 215. Additionally, 12 U.S.C. § 375a(1) and 12 C.F.R. § 215.5(d) require that all extensions of credit to executive officers be promptly reported to a bank's board of directors.

(16) As directors and executive officers of the Bank, Respondents were obligated to comply with all applicable laws and regulations, and to carry out their duties and responsibilities in a safe and sound manner. In addition, Respondents owed fiduciary duties of care and loyalty to the Bank, which included an obligation to act with the care and prudence that a reasonable person would exercise under similar circumstances, an obligation to avoid conflicts of interest, and an obligation to place the interests of the Bank ahead of their own personal interests at all times.

### Article III

#### **RESPONDENTS MADE UNSAFE OR UNSOUND LOANS IN VIOLATION OF LAW AND IN BREACH OF THEIR FIDUCIARY DUTY TO THE BANK**

(17) This Article repeats and realleges all previous Articles in this Notice.

(18) During the period of September 2007 through at least June 2009, Respondents used Bank funds to repay personal debts and obligations that they had acquired jointly as part of their efforts to purchase Premier Commercial Bank of Arizona, N.A.

#### **A. Loans to Employee B**

(19) In October 2007, Respondent Ellsworth negotiated an employment offer to a future Bank employee (“Employee B”) that included an offer for the Bank to loan Employee B \$500,000 for the purpose of buying Bank stock.

(20) The Bank hired Employee B as Senior Vice President and National Manager of Commercial Real Estate Lending for the Bank pursuant to the employment offer Respondent Ellsworth negotiated. Employee B was an executive officer of the Bank as that term is defined by 12 C.F.R. § 215.2(e).

(21) In December 2007, Respondents approved two loans to Employee B for the purpose of purchasing Bank stock. The loans totaled \$500,000.

(22) The first of the two loans made to Employee B was a ten-year, interest-only loan for \$350,000 that was secured by the Bank stock obtained in connection with the loans. The second loan was a twelve-month, interest-only loan for \$150,000 that was secured by a second lien on Employee B’s personal residence.

(23) On December 18, 2007, Respondents caused the proceeds of the loans to Employee B (\$500,000) to be directly deposited into PCBA LLC's account at the Bank.

(24) Thereafter, on December 19, 2007, Respondents caused the Bank to wire \$500,000 from PCBA LLC's account to Lender 3's personal account at another financial institution in repayment of the principal of the \$500,000 loan that Respondents personally owed to Lender 3.

(25) The loans to Employee B exceeded the \$100,000 limit for general purpose loans to executive officers of the Bank and were not reported to the Board, and Respondents failed to disclose to the Board their personal interest in the loans.

(26) In January 2009, Respondents approved a \$500,000 loan to the Bank's President and Chief Executive Officer (hereinafter "President"). The Bank's President used the proceeds of the \$500,000 loan to purchase Bank stock from Employee B and repay the \$500,000 in loans that the Bank made to Employee B.

#### **B. Loans to Employee C**

(27) In December 2007, Respondents persuaded another Bank employee ("Employee C") to obtain a \$220,000 loan from the Bank to purchase Bank stock. Respondents assured Employee C that he would not have to repay the loan.

(28) Employee C was a Senior Vice President, Commercial Loan Officer, and an executive officer of the Bank as that term is defined by 12 C.F.R. § 215.2(e).

(29) On December 14, 2007, Respondents approved two loans, totaling \$220,000, to Employee C.

(30) The first of the two loans made to Employee C was a six month loan for \$168,000 for which principal and interest were due on maturity and that was secured by the Bank stock obtained in connection with the loans. The second loan was a six month loan for \$52,000 that was secured by a second lien on Employee C's personal residence, and for which principal and interest were due on maturity (collectively "\$220,000 Loans").

(31) On December 18, 2007, Respondents caused the proceeds of the loans to Employee C (\$220,000) to be directly deposited into PCBA LLC's account at the Bank.

(32) Thereafter, also on December 18, 2007, Respondents caused the Bank to wire \$220,000 from PCBA LLC's account to Lender 4's personal account at another financial institution in repayment of the principal of the \$220,000 loan that Respondents personally owed to Lender 4.

(33) In August 2008, the Bank renewed the \$220,000 Loans to Employee C. Respondent Stevenson was loan officer on the renewals.

(34) The loans to Employee C were not reported to the Board and exceeded the \$100,000 limit for general purpose loans to executive officers of the Bank, and Respondents failed to disclose their personal interest in the loans to the Board.

(35) As a result of the foregoing conduct related to the \$220,000 Loans, Respondents caused false entries to be made in the Bank's books and records, and embezzled, abstracted, defrauded and/or willfully misapplied Bank funds.

(36) The \$220,000 Loans to Employee C were never repaid, resulting in loss to the Bank of at least \$220,000.



(37) By reason of the foregoing conduct, Respondents engaged in violations of law and regulation, including 12 U.S.C. §§ 83 and 375a, and 12 C.F.R. Part 215; engaged in reckless unsafe or unsound practices in conducting the affairs of the Bank; and/or breached their fiduciary duties to the Bank as directors and executive officers. Respondents also acted with personal dishonesty and a willful and continuing disregard for the safety or soundness of the Bank that constituted a pattern of misconduct, during an extended period of time, that caused the Bank loss and from which they received an economic benefit. Additionally, by reason of Respondents' foregoing conduct related to the \$220,000 Loans to Employee C, Respondents violated 18 U.S.C. §§ 656 and 1005.

#### **Article IV**

#### **RESPONDENTS MISAPPROPRIATED BANK FUNDS TO REPAY PERSONAL DEBTS**

(38) This Article repeats and realleges all previous Articles in this Notice.

(39) In December 2007, Respondents caused the Bank to make two wire transfers, totaling \$72,000, from the Bank's capital surplus account to repay funds that Respondents personally owed to Lenders 3 and 4.

(40) On December 19, 2007, Respondents caused the Bank to wire \$50,000 from the Bank's capital surplus account to the personal account of Lender 3 to pay the \$50,000 in interest and fees that Respondents personally owed to Lender 3.

(41) Also on December 19, 2007, Respondents caused the Bank to wire \$22,000 from the Bank's capital surplus account to the personal account of Lender 4 to pay the \$22,000 in interest and fees that Respondents personally owed to Lender 4.

(42) As a result of the foregoing conduct, Respondents embezzled, abstracted, defrauded and/or willfully misapplied \$72,000 in Bank funds. The Bank sustained a loss of \$72,000.

(43) By reason of the foregoing conduct, Respondents violated 18 U.S.C. § 656; engaged in reckless unsafe or unsound practices; and/or breached their fiduciary duty to the Bank. Respondents also acted with personal dishonesty and a willful and continuing disregard for the safety or soundness of the Bank that caused the Bank loss, from which they received an economic benefit.

## **Article V**

### **RESPONDENTS CAUSED FRAUDULENT PAYMENTS TO BE MADE TO BANK EMPLOYEES**

(44) This Article repeats and realleges all previous Articles in this Notice.

(45) During the period of September 2008 through February 2009, Respondents approved fraudulent payments to Employee A and Employee C.

#### **A. Fraudulent Payment to Employee A**

(46) In July 2008, Employee A emailed Respondents to request receipt of interest payments on her \$80,004 investment in Bank stock pursuant to the prior commitment Respondents had made to Employee A.

(47) In September 2008, Respondents caused the Bank to pay a “one time merit bonus” of \$8,900 to Employee A.

(48) Respondents fraudulently used the “one time merit bonus” to Employee A to conceal their use of Bank funds to pay interest to Employee A for her \$80,004 investment in the Bank.

#### **B. Fraudulent Payments to Employee C**

(49) In September 2008, Respondents caused the Bank to pay a “one time merit bonus” of \$14,700 to Employee C.

(50) Respondents used the "one time merit bonus" to Employee C to conceal their use of Bank funds to make interest payments due on the \$220,000 Loans.

(51) In August 2008, the Bank discontinued the Loan Officer 2008 Incentive Program through which Employee C was eligible to earn bonuses.

(52) However, in November/December 2008, Respondents caused the Bank to pay \$6,900 to Employee C pursuant to the discontinued Loan Officer 2008 Incentive Program.

(53) Again, in February 2009, Respondent Ellsworth caused the Bank to pay \$4,500 to Employee C pursuant to the discontinued Loan Officer 2008 Incentive Program.

(54) Respondents fraudulently used the purported bonus and incentive payments to Employee C to conceal their use of Bank funds to make interest payments due on the \$220,000 Loans Employee C obtained from the Bank at Respondents' request.

(55) In February/March 2009, the Board replaced the Bank's President.

(56) Under the Bank's new president, Respondents were no longer able to conceal their use of Bank funds, pursuant to the discontinued Loan Officer 2008 Incentive Program, to make interest payments due on the \$220,000 Loans.

(57) Accordingly, in June 2009, Respondent Stevenson assigned Employee C a special project to be performed outside of work hours that would enable Employee C to earn enough money to pay the interest due on the \$220,000 Loans.

(58) After Employee C completed the special project, Respondent Stevenson directed Employee C to overstate the hours worked by Employee C to ensure that the payment would be sufficient to pay the interest due on the \$220,000 Loans.

(59) In June 2009, Respondent Stevenson approved an overpayment to Employee C of approximately \$1,279 based on the overstated hours worked on the special project.

(60) As a result of the foregoing conduct, Respondents caused false entries to be made in the Bank's books and records related to certain bonus and incentive payments made to Employees A and C, and embezzled, abstracted, defrauded, and/or willfully misapplied approximately \$36,279 in Bank funds.

(61) Respondents caused the Bank to sustain losses of approximately \$36,279 related to the fraudulent payments to Employee A and Employee C.

(62) By reason of the foregoing conduct, Respondents violated 18 U.S.C. §§ 656 and 1005; engaged in reckless unsafe or unsound practices in conducting the affairs of the Bank; and/or breached their fiduciary duties to the Bank as directors and executive officers.

Respondents also acted with personal dishonesty and a willful and continuing disregard for the safety or soundness of the Bank that constituted a pattern of misconduct, during an extended period of time, that caused the Bank loss and from which they received an economic benefit.

#### **Article VI**

#### **RESPONDENTS APPROVED A LOAN TO BANK'S PRESIDENT IN VIOLATION OF LAW AND REGULATION AND IN BREACH OF THEIR FIDUCIARY DUTY TO THE BANK**

(63) This Article repeats and realleges all previous Articles in this Notice.

(64) In late June or early July 2008, Employee B had a meeting with Respondents in which Employee B and Respondents mutually agreed that Employee B would resign his employment with the Bank.

(65) At this meeting, Respondents agreed to locate individuals willing to purchase the Bank stock from Employee B and thereby, repay Employee B's \$500,000 loan from the Bank.

(66) Thereafter, Respondents asked the Bank's President to purchase the Bank stock from Employee B and agreed to finance the \$500,000 purchase through a Bank loan.

(67) The Bank's President was an executive officer of the Bank as that term is defined in 12 C.F.R. § 215.2(e), and therefore was prohibited from obtaining a \$500,000 general purpose loan from the Bank pursuant to 12 U.S.C. § 375a and 12 C.F.R. Part 215.

(68) In January 2009, Respondents voted to approve an unsecured, \$500,000 twelve-month loan to the Bank's President.

(69) Consistent with his agreement with Respondents, the Bank's President used all of the proceeds of the loan (\$500,000) to purchase Bank stock from Employee B.

(70) At the February 2009 Board meeting, Respondents, as members of the Board, ratified the \$500,000 loan to the Bank's President. Also at the February 2009 Board meeting, the Board voted to remove the Bank's President from his employment at the Bank.

(71) Thereafter, the Bank's former President failed to repay the \$500,000 loan he owed the Bank, resulting in loss to the Bank of at least \$500,000.

(72) By reason of the foregoing conduct, Respondents engaged in violations of law and regulation, including 12 U.S.C. § 375a and 12 C.F.R. Part 215; engaged in reckless unsafe or unsound practices; and/or breached their fiduciary duties to the Bank as directors and

executive officers. Respondents also acted with personal dishonesty and a willful and continuing disregard for the safety or soundness of the Bank that constituted a pattern of misconduct, during an extended period of time, that caused the Bank loss and from which they received an economic benefit.

## **Article VII**

### **RESPONDENTS APPROVED IMPERMISSIBLE GOLDEN PARACHUTE PAYMENTS**

(73) This Article repeats and realleges all previous Articles in this Notice.

(74) In March 2009, Respondents approved entering into a severance agreement with the Bank's former President that committed the Bank to make three (3) payments of \$10,000 each to the former President.

(75) In March and April 2009, the Bank paid \$10,000 to its former President for a total of \$20,000.

(76) On May 18, 2009, the OCC sent a letter to the Board, informing the Board that the severance agreement between the Bank and former President resulted in impermissible golden parachute payments. As a result of the letter, the Bank did not make the final \$10,000 payment to its former President.

(77) Respondents caused the Bank to sustain a loss of \$20,000 related to the severance agreement with the Bank's former President.

(78) By reason of the foregoing conduct, Respondents caused the Bank to violate 12 U.S.C. § 1828(k) and 12 C.F.R. Part 359, prohibiting impermissible golden parachute payments; engaged in unsafe or unsound practices; and/or breached their fiduciary duties to the Bank as directors and executive officers.

## **Article VIII**

**RESPONDENTS MADE FALSE STATEMENTS**  
**DURING THE COMPTROLLER'S INVESTIGATION OF THE BANK**

(79) This Article repeats and realleges all previous Articles in this Notice.

(80) On or about September 19, 2007, Respondents signed a promissory note in which Lender 2 agreed to loan Respondents \$500,000, and Respondents committed to repay those funds to Lender 2 plus interest within three years.

(81) On May 13, 2010, the OCC took the sworn testimony of Respondent Ellsworth in the agency's Phoenix, Arizona field office.

(82) On May 14, 2010, the OCC took the sworn testimony of Respondent Stevenson in the agency's Phoenix, Arizona field office.

(83) During their respective sworn statements, both Respondent Ellsworth and Respondent Stevenson denied that they borrowed funds from Lender 2.

(84) In addition, in a letter to the OCC dated March 31, 2010, Respondent Ellsworth stated that he "was not a borrower, co-borrower, guarantor, or co-signer" for any loan during May 1, 2006 through March 17, 2010.

(85) In September 2010, subsequent to their respective sworn statements, Lender 2 contacted Respondents via electronic mail to coordinate repayment of the \$500,000 loan.

(86) Respondents both responded to Lender 2 via electronic mail regarding repayment of the \$500,000 loan. At no point in their electronic communications with Lender 2 did Respondents deny the existence of the loan from Lender 2.

(87) By reason of the foregoing conduct, Respondents deliberately made false statements to the OCC regarding the loan they obtained from Lender 2.

(88) Respondents' false statements to the OCC in May 2010, in part, impeded the agency's investigation of Respondents' conduct, were an unsafe or unsound practice, and violated 18 U.S.C. § 1001.

## **Article IX**

### **LEGAL BASES FOR REQUESTED RELIEF**

(89) This Article repeats and realleges all previous Articles in this Notice.

(90) By reason of Respondents' misconduct as described in Articles III through VIII, the Comptroller seeks a Prohibition Order against Respondent pursuant to 12 U.S.C. § 1818(e) on the following grounds:

- (a) Respondents violated laws and regulations, including 12 U.S.C. §§ 83, 375a, and 1828(K), 18 U.S.C. §§ 656 and 1005, and 12 C.F.R. Part 215 and Part 359; engaged in unsafe or unsound practices in conducting the affairs of the Bank; and/or breached their fiduciary duties to the Bank as directors and executive officers.
- (b) Respondents received personal financial gain or other benefit and caused financial loss to the Bank by reason of their misconduct.
- (c) Respondents' violations, unsafe or unsound practices, and/or breaches of fiduciary duty involved personal dishonesty and demonstrated a willful or continuing disregard for the safety or soundness of the Bank.

(91) By reason of Respondents' misconduct as described in Articles III through VIII, the Comptroller seeks imposition of a civil money penalty against Respondent pursuant to 12 U.S.C. § 1818(i) on the following grounds:



(a) Respondents violated laws and regulations, including 12 U.S.C. §§ 83, 375a, and 1828(K), 18 U.S.C. §§ 656, 1001, and 1005, and 12 C.F.R. Part 215 and Part 359; engaged in recklessly unsafe or unsound practices in conducting the affairs of the Bank; and/or breached their fiduciary duties to the Bank as directors and executive officers.

(b) Respondents' violations, practices, and/or breaches of their fiduciary duty were part of a pattern of misconduct that resulted in pecuniary gain or other benefit to the Respondents and more than minimal loss to the Bank.

(92) By reason of Respondents' misconduct as described in Articles III through VIII, the Comptroller seeks an Order for Restitution against Respondents pursuant to 12 U.S.C. § 1818(b)(6)(A) on the following grounds:

(a) Respondents violated the law, including 12 U.S.C. §§ 83, 375a, and 1828(K), 18 U.S.C. §§ 656 and 1005, and 12 C.F.R. Part 215 and Part 359; and violated their common law fiduciary duty; and engaged in unsafe or unsound practices in conducting the affairs of the Bank.

(b) Respondents' violations and/or unsafe or unsound practices involved reckless disregard for the law and applicable regulation and/or resulted in Respondents' unjust enrichment.

### **Answer and Opportunity for Hearing**

Respondents are directed to file a written answer to this Notice within twenty (20) days from the date of service of this Notice in accordance with 12 C.F.R. § 19.19(a) and (b). The original and one copy of any answer shall be filed with the Office of Financial Institution

Adjudication, 3501 North Fairfax Drive, Suite VS-D8113, Arlington, VA 22226-3500.

Respondents are encouraged to file any answer electronically with the Office of Financial Institution Adjudication at [ofia@fdic.gov](mailto:ofia@fdic.gov). A copy of any answer shall also be filed with the Hearing Clerk, Office of the Chief Counsel, Office of the Comptroller of the Currency, Washington, D.C. 20219, [Hearing.Clerk@occ.treas.gov](mailto:Hearing.Clerk@occ.treas.gov), and with the attorney whose name appears on the accompanying certificate of service. **Failure to answer within this time period shall constitute a waiver of the right to appear and contest the allegations contained in this Notice, and shall, upon the Comptroller's motion, cause the administrative law judge or the Comptroller to find the facts in this Notice to be as alleged, upon which an appropriate order may be issued.**

Respondents are also directed to file a written request for a hearing before the Comptroller, along with the written answer, concerning the Civil Money Penalty assessment contained in this Notice within twenty (20) days after date of service of this Notice, in accordance with 12 U.S.C. § 1818(i) and 12 C.F.R. §§ 19.19(a) and (b). The original and one copy of any request shall be filed, along with the written answer, with the Office of Financial Institution Adjudication, 3501 North Fairfax Drive, Suite VS-D8113, Arlington, VA 22226-3500. Respondents are encouraged to file any answer electronically with the Office of Financial Institution Adjudication at [ofia@fdic.gov](mailto:ofia@fdic.gov). A copy of any request, along with the written answer, shall also be served on the Hearing Clerk, Office of the Chief Counsel, Office of the Comptroller of the Currency, Washington, D.C. 20219, [Hearing.Clerk@occ.treas.gov](mailto:Hearing.Clerk@occ.treas.gov), and with the attorney whose name appears on the accompanying certificate of service. **Failure to request a hearing**

**within this time period shall cause this assessment to constitute a final and unappealable order for a civil money penalty against Respondent pursuant to 12 U.S.C. § 1818(i).**

**PRAYER FOR RELIEF**

The Comptroller prays for relief in the form of the issuance of an Order of Prohibition pursuant to 12 U.S.C. § 1818(e); an Order Requiring Restitution in the amount of eight-hundred-and-forty-seven-thousand dollars (\$847,000), for which Respondents Ellsworth and Stevenson are jointly and severably liable, pursuant to 12 U.S.C. § 1818(b)(6); an Order of Civil Money Penalty Assessment in the amount of one-hundred-thousand-dollars (\$100,000) against each of Respondent Ellsworth and Respondent Stevenson pursuant to 12 U.S.C. § 1818(i).

Witness, my hand on behalf of the Office of the Comptroller of the Currency, given at Washington, D.C. this 6th day of July, 2011.

*/s/ Henry Fleming*

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Henry Fleming  
Director for Special Supervision