

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

_____)	
)	
In the Matter of	)	NOTICE OF INTENTION TO
	)	REMOVE FROM OFFICE AND
WILLIAM BEN DUPREE, III,	)	PROHIBIT FROM FURTHER
Individually and as an institution-	)	PARTICIPATION AND NOTICE
affiliated party of	)	OF ASSESSMENT OF A CIVIL
	)	MONEY PENALTY, FINDINGS
	)	FACT AND CONCLUSIONS OF
CENTRAL BANK OF GEORGIA	)	LAW, ORDER TO PAY AND
ELLAVILLE, GEORGIA	)	NOTICE OF HEARING
)	
(INSURED STATE NONMEMBER BANK)	)	FDIC-10-625e
	)	FDIC-10-624k
_____)	

The Federal Deposit Insurance Corporation ("FDIC") has determined that:

WILLIAM BEN DUPREE, III ("Respondent"), as an institution-affiliated party of CENTRAL BANK OF GEORGIA, ELLAVILLE, GEORGIA ("Bank"), directly or indirectly, violated laws or regulations, engaged or participated in or recklessly engaged in unsafe or unsound banking practices, and/or breached his fiduciary duty as an officer and/or director of the Bank;

As a result of such conduct, the Bank suffered or is likely to suffer financial loss or other damage, has suffered or is likely to suffer more than minimal loss, and/or Respondent received financial or pecuniary gain or other benefit; and

Such violations, unsafe or unsound banking practices and/or breaches of fiduciary duty

demonstrated Respondent's personal dishonesty and/or his willful or continuing disregard for the safety or soundness of the Bank, and/or were part of a pattern of misconduct.

The FDIC, therefore, institutes this proceeding for the purpose of:

Determining whether an appropriate order should be issued against Respondent under the provisions of section 8(e) of the Federal Deposit Insurance Act ("Act"), 12 U.S.C. § 1818(e), removing Respondent as an officer, director and/or institution-affiliated party of ***** Bank of ***** Bank”), and prohibiting Respondent from further participation in the conduct of the affairs of the Bank, ***** Bank and any other insured depository institution or organization listed in section 8(e)(7)(A) of the Act, 12 U.S.C. § 1818(e)(7)(A), without the prior written approval of the FDIC and such other appropriate Federal financial institutions regulatory agency, as that term is defined in section 8(e)(7)(D) of the Act, 12 U.S.C. § 1818(e)(7)(D); and

Determining whether an appropriate order should be issued against Respondent under the provisions of section 8(i) of the Act, 12 U.S.C. § 1818(i)(2), requiring him to pay a civil money penalty.

The FDIC hereby issues this:

NOTICE OF INTENTION TO REMOVE FROM OFFICE AND TO PROHIBIT FROM FURTHER PARTICIPATION ("NOTICE OF PROHIBITION") pursuant to section 8(e) of the Act, 12 U.S.C. § 1818(e), and the FDIC's Rules of Practice and Procedure (the “FDIC Rules”), 12 C.F.R. Part 308; and

NOTICE OF ASSESSMENT OF CIVIL MONEY PENALTY, FINDINGS OF FACT AND CONCLUSIONS OF LAW, ORDER TO PAY AND NOTICE OF HEARING (“NOTICE

OF ASSESSMENT”), pursuant to section 8(i)(2)(B) of the Act, 12 U.S.C. § 1818(i)(2)(B), and the FDIC Rules.

FDIC alleges as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. At all times pertinent to this proceeding, the Bank was a corporation existing and doing business under the laws of the State of Georgia, having its principal place of business in Ellaville, Georgia. The Bank is and has been, at all times relevant to this proceeding, an insured State nonmember bank, subject to the Act, 12 U.S.C. §§ 1811-1831aa, the Rules and Regulations of the FDIC, 12 C.F.R. Chapter III, and the laws of the State of Georgia.

2. In or about March 2003, Respondent became employed as Chief Executive Officer (“CEO”) of the Bank and was elected a member of the Board of Directors of the Bank (“Board”). He continued to serve as a director of the Bank until the January 28, 2009 Bank shareholders meeting. He served as CEO of the Bank until termination of his employment on March 9, 2009, though his title was changed to City President and Acting CEO on January 28, 2009 at the regular Bank Board meeting. Respondent was hired by ***** Bank in the spring of 2009 following his termination from the Bank. Respondent remains employed at ***** Bank as a Senior Vice President.

3. At all times relevant to the charges herein, the Respondent was an "institution-affiliated party" (“IAP”) of the Bank as that term is defined in section 3(u) of the Act, 12 U.S.C. § 1813(u), and for purposes of sections 8(e)(7), 8(i) and 8(j) of the Act, 12 U.S.C. §§ 1818(e)(7), 1818(i) and 1818(j). At all times relevant to the charges herein, Respondent was an “executive

officer” of the Bank as defined by 12 C.F.R. § 215.2(e).

4. The FDIC has jurisdiction over the Bank, Respondent and the subject matter of this proceeding.

5. At all times relevant hereto, Respondent was married to ***** (“*****”). Respondent and ***** are sometimes collectively referred to as the “Duprees”. ***** is the daughter of ***** and the sister of ***** ***** (sometimes referred to as the “*****”).

6. The Bank extended loan ***** to ***** and Respondent on or about March 10, 2006 in the principal amount of \$44,785.32 for investment in residential rental real estate property (the “Dupree Rental Loan”). The Bank also extended to Respondent loan ***** on or about February 27, 2009 in the amount of \$24,150 for operating expenses (the “Dupree Operating Loan”). Collectively, the Dupree Rental Loan and Dupree Operating Loan are sometimes referred to as the “Dupree Personal Bank Loans”.

7. At all times relevant hereto, ***** and Respondent maintained demand deposit checking account #***** at the Bank that was labeled “Rental Account” and “Personal Checking Account” (the “Dupree Account”). Respondent had full transactional authority over the Dupree Account.

***** **and the ***** Bank Loan**

8. At all times relevant hereto, the ***** and Respondent were owners of a real estate investment company, ***** of which Respondent was a one-third owner. At all times relevant hereto, Respondent was the registered agent of ***** the ***** and Respondent

were managers of ***** pursuant to the Articles of Organization of *****, and Respondent was delegated the responsibility for day-to-day operations of *****.

9. At all times relevant hereto, ***** had checking account ***** at the Bank (the “***** Account”) and Respondent had full transactional authority over the ***** Account.

10. At all times relevant hereto, ***** was a “related interest” of Respondent as that term is defined in 12 C.F.R. § 215.2(n).

11. In 2005, ***** signed one or more agreements to purchase a condominium from ***** in a development on or near Dauphin Island, Alabama. Respondent signed the purchase documents on behalf of *****. Respondent arranged for the Bank to issue an Irrevocable Standby Letter of Credit (the “LOC”) to ***** for the benefit ***** and to secure ***** obligations to ***** . Respondent did not sign any documentation with the Bank in connection with the LOC. In 2007, ***** declared a default by ***** and called on the Bank to perform its obligations under the LOC.

12. On or about September 11, 2007, the Bank extended to ***** loan ***** in the amount of \$108,125 (the “***** Bank Loan”) to satisfy ***** demand on the Bank under the LOC. Respondent took one or more actions for or toward causing, bringing about, participating in, counseling or aiding or abetting the making of the ***** Bank Loan by the Bank. Despite his position as the managing member and registered agent of Quad D, Respondent did not sign any of the documentation for the ***** Bank Loan, including the authorizing resolution, he did not disclose to the Bank Board that he had an interest in the loan, and neither

his name nor the fact that he had an interest in that loan appeared in the loan file. The proceeds from the ***** Loan were wired by the Bank on or about September 12, 2007 to ***** Bank for the account of *****.

13. The ***** Bank Loan was on a list of loans approved by the Bank Board at one of its monthly meetings. Respondent attended that meeting and failed to disclose to the Board that he had an interest in ***** and would benefit from the loan. Respondent participated in the voting regarding the approval of the ***** Bank Loan. At all times relevant hereto, it was the practice of the Bank's directors to provide to the Bank a list of the directors' related interests for inclusion in the recorded minutes for each January Board meeting. Respondent excluded ***** from, or failed to include ***** in, that list of related interests in each of the January Board meeting minutes for years 2005 through 2008.

14. Respondent's actions and failures with respect to the ***** Bank Loan violated the Bank's loan policy in effect at the time.

The *** Loan**

15. On or about December 29, 2005, the Bank extended loan ***** to the ***** in the amount of \$21,125 (The "Initial ***** Loan"). Respondent took one or more actions for or toward causing, bringing about, participating in, counseling or aiding or abetting the making of the Initial ***** Loan by the Bank. The underwriting procedures and standards used in making that loan violated the Bank's loan policy. The Bank issued a cashier's check for the loan proceeds to the *****, who endorsed the check to ***** . Respondent deposited the check into the ***** Account on or about December 29, 2005. On or about December 30,

2005, Respondent wrote and issued check ***** in the amount of \$20,623.86 on the ***** Account to ***** Bank to pay amounts owed under two loans from ***** Bank to ***** (\$18,870.54 was applied to loan ***** Loan #1”) and \$1,753.32 was applied to loan ***** Loan #2”). Respondent was personally liable for the repayment of both of those loans. Respondent did not sign any of the documentation for the Initial ***** Loan, he failed to disclose to the Bank Board that he had an interest in the loan, and neither his name nor the fact that he had an interest in that loan appeared in the loan file.

16. On four separate occasions, the Bank extended and advanced additional funds to the ***** under the Initial ***** Loan. Those extensions/advances are sometimes referred to herein as the “***** Advances” and the advances and the initial loan are sometimes referred to herein as the “***** Loan”.

17. On or about December 29, 2006, the Bank renewed the existing outstanding balance of the Initial ***** Loan and advanced an additional \$37,000 to the ***** (the “First ***** Advance”). Respondent took one or more actions for or toward causing, bringing about, participating in, counseling or aiding or abetting the making of the First ***** Advance by the Bank. Electronic records of the Bank show an increase in the ***** Loan balance equal to the amount of the First ***** Advance was posted on January 30, 2007 but contains a notation that it was effective on December 29, 2006. The stated purpose of the First ***** Advance was “investment in real estate”. The underwriting procedures and standards used in making that loan violated the Bank’s loan policy. The proceeds of the advance, via a cashier’s check dated January 30, 2007 in the amount of \$37,000, were deposited in a demand deposit

checking account owned by ***** (the “***** Account”) and then promptly transferred by debit memorandum, either by Respondent or at his direction, to the ***** ***** Account. On or about January 30, 2007, from the Quad D Account, Respondent wrote and issued check #301 in the amount of \$1,892.02 to the Bank in payment of interest and fees on the ***** Loan. On January 31, 2007, Respondent wrote and issued check ***** on the ***** Account in the amount of \$29,188.30 to ***** Bank for payment of amounts owed under loan ***** to ***** from ***** Bank (“***** Loan #3”) for which Respondent was personally liable. Respondent initialed the loan request on behalf of the Bank but did not sign any of the documentation for the First ***** Advance on behalf of *****. He failed to disclose to the Bank Board that he and ***** had an interest in the advance and neither his name, ***** name nor the fact that he and ***** had an interest in the advance appeared in the loan file.

18. On or about August 27, 2007, the Bank renewed the existing outstanding balance of approximately \$58,125 and advanced an additional \$46,000 to the ***** (the “Second ***** Advance”). Respondent took one or more actions for or toward causing, bringing about, participating in, counseling or aiding or abetting the making of the Second ***** Advance by the Bank. The underwriting procedures and standards used in making that loan violated the Bank’s loan policy. A cashier’s check to the ***** for the advance proceeds of \$46,000 was deposited directly to the ***** Account on or about August 28, 2007. From the ***** Account, Respondent wrote and issued check ***** on or about August 28, 2007 in the amount of \$29,052.81 to ***** Bank for payment of amounts owed under loan ***** to

***** from ***** Bank (***** Loan #4”) for which Respondent was personally liable. On or about August 29, 2007, Respondent made or caused to be made a transfer in the amount of \$6000 from the ***** Account to the Dupree Account, all or part of which was comprised of the loan proceeds from the Second ***** Advance. Respondent did not sign any of the documentation for the Second Downs Advance. He failed to disclose to the Bank Board that he and ***** had an interest in the advance and neither his name, ***** name nor the fact that he and ***** had an interest in the advance appeared in the loan file.

19. On or about February 22, 2008, the Bank renewed the existing outstanding balance of approximately \$104,125 and advanced an additional \$40,000 to the ***** (the “Third ***** Advance”). Respondent took one or more actions for or toward causing, bringing about, participating in, counseling or aiding or abetting the making of the Third ***** Advance by the Bank. The underwriting procedures and standards used in making that loan violated the Bank’s loan policy. A cashier’s check to the ***** dated February 22, 2008 for the advance proceeds of \$40,000 was deposited directly in the ***** Account on or about February 26, 2008 by Respondent or at his direction. From the ***** Account, Respondent wrote and issued: check ***** dated February 26, 2008 in the amount of \$7,481.50 to the Bank for payment of interest and fees owed under the ***** Loan; and check ***** dated February 27, 2008 in the amount of \$27,990.53 to ***** Bank for payment of amounts owed under ***** Loan #3 for which Respondent was personally liable. On or about March 10, 2008, Respondent made or caused to be made a transfer of \$2,400 from the ***** Account to the Dupree Account. Respondent did not sign any of the documentation for the Third *****

Advance, he failed to disclose to the Bank Board that he and ***** had an interest in the advance, and neither his name, ***** name nor the fact that he and ***** had an interest in the advance appeared in the loan file.

20. On or about August 29, 2008, the Bank renewed the existing outstanding balance of the ***** Loan and advanced an additional \$26,000 to the ***** (the “Fourth ***** Advance”). Respondent took one or more actions for or toward causing, bringing about, participating in, counseling or aiding or abetting the making of the Fourth ***** Advance by the Bank. The underwriting procedures and standards used in making that loan violated the Bank’s loan policy. A cashier’s check to the ***** dated August 29, 2008 for the advance proceeds of \$26,000 was deposited directly in the ***** Account on or about August 29, 2008. From the ***** Account, Respondent wrote and issued check ***** dated August 29, 2008 in the amount of \$25,926.52 to ***** Bank for payment of amounts owed under ***** Loan #4 for which Respondent was personally liable. Respondent failed to disclose to the Bank Board that he and ***** had an interest in the advance and neither his name, ***** name nor the fact that he and ***** had an interest in the advance appeared in the loan file.

21. To the extent the Bank Loan Committee approved the ***** Loan, the ***** Advances, or any of them, Respondent failed to abstain from voting for approval.

Officer’s Questionnaires

22. As the Bank’s CEO, Respondent furnished to the FDIC sworn FDIC Officer’s Questionnaires executed by Respondent and dated March 14, 2007 and February 6, 2009, and

provided such a questionnaire to the Georgia Department of Banking and Finance dated May 5, 2008. Respondent signed the 2009 questionnaire while he was Acting CEO of the Bank. In those questionnaires, Respondent certified the information contained therein was true and correct to the best of his knowledge and belief. Each Questionnaire contains a warning, located immediately below Respondent's signature, that the questionnaire is an official document and any false information contained in it may be grounds for prosecution and may be punishable by fine or imprisonment.

23. Question #3 of each of the questionnaires states: "List all extensions of credit made for the accommodation or direct benefit of anyone other than those whose names appear either on the note or on other related credit instruments. Only include extensions of credit made since the previous FDIC examination. Indicate if any executive officer, principal shareholder, director, or their related interest (per Federal Reserve Board Regulation O definitions) is or was involved." Respondent responded to that question for each of the questionnaires by entering "N/A". Respondent excluded or failed to include information regarding the ***** Loan in any of the questionnaires and excluded or failed to include information regarding the ***** Loan in the 2008 and 2009 questionnaires.

24. By means of Respondent's foregoing acts, omissions and/or practices, Respondent directly or indirectly violated, and/or caused the Bank to violate, section 22(h) of the Federal Reserve Act, 12 U.S.C. § 375b, and Regulation O of the Board of Governors of the Federal Reserve System ("Regulation O"), 12 C.F.R. Part 215, promulgated thereunder and made applicable to insured State nonmember banks by section 18(j)(2) of the Act, 12 U.S.C.

§ 1828(j)(2), and section 337.3 of the FDIC's Rules and Regulations, 12 C.F.R. § 337.3.

25. Further, through Respondent's foregoing acts, omissions and/or practices, Respondent engaged or participated in, or recklessly engaged in, unsafe or unsound banking practices in connection with the Bank.

26. Further, through Respondent's foregoing acts, omissions and/or practices, Respondent breached his fiduciary duty as an officer and/or director of the Bank.

27. Further, through Respondent's foregoing acts, omissions and/or practices, Respondent received financial or other benefit, and/or the Bank suffered or will probably suffer financial loss or other damage, and/or the Bank suffered or is likely to suffer more than a minimal loss.

28. Further, Respondent's acts, omissions and/or practices described above demonstrate Respondent's personal dishonesty and/or a willful or continuing disregard for the safety or soundness of the Bank, and were part of a pattern of misconduct.

PRAYER FOR RELIEF PURSUANT TO 12 U.S.C § 1818(e)

29. Based on the charges and the acts, omissions and/or practices described above, the FDIC requests an order removing Respondent from office and prohibiting Respondent from participating, in any manner, in the conduct of the affairs of the Bank, ***** Bank, or any other insured depository institution, organization or agency specified in section 8(e)(7)(A) of the Act, 12 U.S.C. § 1818(e)(7)(A), without the prior written consent of the FDIC and/or other appropriate Federal financial institutions regulatory agency, as defined in section 8(e)(7)(D) of the Act, 12 U.S.C. 1818(e)(7)(D).

ORDER TO PAY AND NOTICE OF HEARING

30. Based on the charges and the acts, omissions and/or practices described above, the FDIC has concluded that a civil money penalty should be assessed against Respondent pursuant to section 8(i)(2) of the Act, 12 U.S.C. § 1818(i)(2). After taking into account the appropriateness of the penalties with respect to the financial resources and the good faith of Respondent, the gravity of the violations, unsafe or unsound banking practices, and/or breaches of fiduciary duty, the history of previous violations, practices, or breaches and such other matters as justice may require, it is:

31. ORDERED, that by reason of the violations of law or regulation, unsafe or sound banking practices and/or breaches of fiduciary duty described above, a penalty of \$15,000 be, and hereby is, assessed against Respondent.

32. FURTHER ORDERED, that the effective date of this ORDER TO PAY be and hereby is, stayed with respect to Respondent until 20 days after the receipt of the NOTICE OF ASSESSMENT by Respondent, during which time Respondent may file an answer and request a hearing pursuant to section 8(i)(2)(H) of the Act, 12 U.S.C. § 1818(i)(2)(H), and section 308.19 of the FDIC's Rules, 12 C.F.R. § 308.19. An original and one copy of the answer, any such request for a hearing, and all documents in this proceeding must be filed in writing with the Office of Financial Institution Adjudication, 1700 G Street, N.W., Washington, D.C. 20551, pursuant to section 308.10 of the FDIC's Rules, 12 C.F.R. § 308.10. Also, all copies of all papers filed in this proceeding shall be served on: Robert E. Feldman, Executive Secretary, Federal Deposit Insurance Corporation, 550 17th Street, N.W., Room F-1058, Washington, D.C.

20429; A.T. Dill, III, Assistant General Counsel, Legal Division, Enforcement Section, Federal Deposit Insurance Corporation, 550 17th Street, N.W., Room MB-3020, Washington, D.C.

20429; and Andrea Fulton Toliver, Regional Counsel, Federal Deposit Insurance Corporation, 10 Tenth Street, N.E., Suite 800, Atlanta, Georgia 30309.

33. If Respondent fails to file a request for a hearing within 20 days from the date of receipt of this NOTICE OF ASSESSMENT, the penalty assessed against Respondent, pursuant to this ORDER TO PAY, will be final and unappealable pursuant to section 8(i)(e)(ii) of the Act, 12 U.S.C. § 1818(i)(e)(ii), and shall be paid within 60 days of the receipt of this NOTICE OF ASSESSMENT.

34. IT IS FURTHER ORDERED, that if Respondent requests a hearing with respect to the charges alleged in the NOTICE OF ASSESSMENT, the hearing shall commence sixty (60) days from the date of service of this NOTICE OF ASSESSMENT upon Respondent, in Atlanta, Georgia at a date and time set by the Administrative Law Judge, or at such other date, time or place as the Administrative Law Judge and the parties mutually agree.

NOTICE OF HEARING PURSUANT TO 12 U.S.C. § 1818(e)

35. Notice is hereby given that a hearing shall commence sixty (60) days from the date of service of this NOTICE OF PROHIBITION upon Respondent, in Atlanta, Georgia at a time and place set by the Administrative Law Judge, or on such other date, time or place as the parties to this proceeding and the Administrative Law Judge may agree, for the purpose of taking evidence on the charges specified in the NOTICE OF PROHIBITION, in order to determine whether a permanent order should be issued to remove the Respondent from office and to

prohibit the Respondent from further participation in the conduct of the affairs of the Bank, ***** Bank and any insured depository institution or organization enumerated in section 8(e)(7)(A) of the Act, 12 U.S.C. § 1818(e)(7)(A), without the prior permission of the FDIC and/or other appropriate Federal financial institutions regulatory agency, as that term is defined in section 8(e)(7)(D) of the Act, 12 U.S.C. § 1818(e)(7)(D).

36. The hearing will be public, and in all respects conducted in accordance with the provisions of the Act, 12 U.S.C. §§ 1811-1831aa, the Administrative Procedure Act, 5 U.S.C. §§ 551-559, and the FDIC Rules, 12 C.F.R. Part 308. The hearing will be held before an Administrative Law Judge to be appointed by the Office of Financial Institution Adjudication pursuant to 5 U.S.C. § 3105.

37. Respondent is hereby directed to file an answer to this NOTICE OF PROHIBITION within twenty (20) days from the date of service, as provided by section 308.19 of the FDIC Rules, 12 C.F.R. § 308.19. An original and one copy of all papers filed in this proceeding shall be served upon the Office of Financial Institution Adjudication, 1700 G Street, N.W., Washington, D.C. 20551. Copies of all papers filed in this proceeding shall be served upon: Robert E. Feldman, Executive Secretary Section, Federal Deposit Insurance Corporation, 550 17th Street, N.W., Room F-1058, Washington, D.C. 20429; A.T. Dill, III, Assistant General Counsel, Legal Division, Enforcement Section, Federal Deposit Insurance Corporation, 550 17th Street, N.W., Room MB-3020, Washington, D. C. 20429; and Andrea Fulton Toliver, Regional Counsel, Federal Deposit Insurance Corporation, Atlanta Regional Office, 10 Tenth Street, NE., Suite 800, Atlanta, Georgia 30309.

Pursuant to delegated authority.

Dated at Washington, D.C., this 16th day of December, 2010.

/s/

Serena L. Owens
Associate Director
Division of Supervision and Consumer Protection