

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

_____)	
In the Matter of)	
)	
MICHAEL B. OWENS,)	
as an institution-affiliated party of)	ORDER TO PAY
)	
SUNRISE BANK DAKOTA,)	
ONIDA, SOUTH DAKOTA)	FDIC-19-0139k
)	
(INSURED STATE NONMEMBER BANK))	
)	
RESPONDENT'S NMLS U/I # N/A)	
_____)	

Michael B. Owens (Respondent) and a representative of the Legal Division of the Federal Deposit Insurance Corporation (FDIC) executed a Stipulation and Consent to the Issuance of an Order to Pay (CONSENT AGREEMENT) dated December 27, 2019, whereby Respondent, solely for the purpose of this proceeding and without admitting or denying any reckless unsafe or unsound practices and breaches of fiduciary duty for which civil money penalties may be assessed, consented and agreed to pay civil money penalties in the amount specified below to the Treasury of the United States.

The FDIC has determined, and Respondent neither admits nor denies, that, in 2017 as an institution affiliated party of SUNRISE BANK DAKOTA, ONIDA, SOUTH DAKOTA, Respondent allowed Bank customers to continuously overdraw their accounts, which resulted in unsecured loans in excess of the Bank's legal lending limit and caused financial loss to the institution.

After taking into account the CONSENT AGREEMENT, the appropriateness of the penalty with respect to the financial resources and good faith of Respondent, the gravity of the violation by Respondent, the history of previous violations by Respondent, and such other matters as justice may require, the FDIC accepts the CONSENT AGREEMENT and issues the following:

ORDER TO PAY

IT IS HEREBY ORDERED, that by reason of the reckless unsafe and unsound practices and breaches of fiduciary duty set forth above, a penalty of \$15,000 is assessed against Respondent Michael B. Owens. Respondent shall pay the civil money penalty to the Treasury of the United States.

IT IS FURTHER ORDERED that Respondent is prohibited from seeking or accepting indemnification from any insured depository institution for the civil money penalty assessed and paid in this matter.

Nothing herein shall preclude any proceedings brought by the FDIC to enforce the terms of this ORDER TO PAY issued pursuant to the CONSENT AGREEMENT, and that nothing herein constitutes a waiver of any right, power, or authority of the FDIC (except as stated in the Consent Agreement) or any other Federal or state agency or department from taking any other action against Respondent, the Bank, or any of the Bank's current or former institution-affiliated parties, as that term is defined in 12 U.S.C. §1813(u).

This Order to Pay shall be effective upon issuance.

