



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Fair Housing Council of Orange County
c/o Brancart & Brancart
attn: Christopher Brancart, Esq.
PO Box 686
Pescadero, CA 94060
(complainant)

and

Bank of America, National Association
101 S Tryon Street
Charlotte, North Carolina 28202
(respondent)

and

Betty Sha
Loan Officer and Vice President
Bank of America, National Association
4075 Evergreen Village Square, suite 170
San Jose, CA 95135
(respondent)

Approved by the FHEO Regional Director
on behalf of

The United States Department of Housing and Urban Development

Effective Date of Agreement: 5/24/12

Expiration Date of Agreement: 11/24/13

FHEO CASE NUMBER: 09-11-0346-8

HUD Date Filed: December 22, 2010

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America 

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

A. PARTIES

Complainant

Fair Housing Council of Orange County
c/o Christopher Brancart, Esq.
PO Box 686
Pescadero, CA 94060

Respondents

Bank of America, National Association
101 S Tryon Street
Charlotte, North Carolina 28202

Betty Sha
Loan Officer and Vice President
Bank of America, National Association
4075 Evergreen Village Square, Suite 170
San Jose, CA 95135

The complainant is the Fair Housing Council of Orange County ("FHCOC"). The respondents are the Bank of America, National Association ("Bank of America") and Bank of America Loan Officer Betty Sha ("Sha"). The complainant is a fair housing organization in Orange County, CA.

B. STATEMENT OF POSITIONS

1. Complainant's Position

FHCOC is a nonprofit organization that works to ensure fair housing by providing a variety of services directed toward education and enforcement. The complainant filed the complaint on December 22, 2010 with the United States Department of Housing and Urban Development ("HUD" or "the Department"). The complainant states that in December 2009, Bank of America Loan Officer Betty Sha quoted _____ 5% interest rate loan at no cost or fees. Ms. _____ applied for the loan and supplied Ms. Sha with the necessary documentation in December 2009. The complainant states that on January 3, 2010, Ms. Sha refused to process Ms. _____'s application because Ms. _____ was on maternity leave. According to the complainant, Ms. Sha told her, "In order for the bank to approve your loan you will need to be back to work full time. We will need to wait until you go back to work." On January 5, 2010 Ms. _____ advised Ms. Sha that she received the same rate of pay and benefits while she was on maternity leave, and that she was still considered a full time employee.

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

Ms. [redacted] asserts that although she was initially denied, delayed and discouraged from pursuing her loan application because of her maternity leave status, she continued to demand that the respondents process her loan application. In March 2010, the respondents processed Ms. [redacted]'s loan application. However, by that date the interest rate on the loan had increased to 5.25%. Therefore, each loan payment made by Ms. [redacted] is higher as a result of the respondents' discriminatory actions according to the complainant. The complainant alleges the respondents violated Sections 805 (a) of the Fair Housing Act as amended in 1988, 42 USC 3601 et seq. ("the Act"). Specifically, the complainant alleges the respondents discriminated against Ms. [redacted] because of her familial status, gender and perceived disability.

The complainant has had to divert its resources in order to assist the client and counteract the respondents' action. The respondents' actions and the complainant's response to these actions have also frustrated the complainant's mission.

2. Respondents' Position

The respondents deny the allegation, contending that they have no record of Ms. [redacted] submitting a loan application to the respondents prior to March 6, 2010. The respondents originated a loan for Ms. [redacted] on April 20, 2010.

The respondents deny having discriminated against Ms. [redacted] but agree to enter into this Conciliation Agreement for the purpose of avoiding the additional expense of investigation.

C. TERM OF AGREEMENT

This Agreement shall be in effect for a period of eighteen months (18) from the effective date of the Agreement, unless an extension is necessary to complete the actions mandated by the Agreement. Time-frames specified in this Agreement are composed of calendar days.

D. EFFECTIVE DATE

The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by HUD through the Fair Housing and Equal Opportunity ("FHEO") Regional Director or his or her designee.

This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Regional Office, 600 Harrison Street, Third Floor, San Francisco, CA 94107-1300.

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
2. It is understood that the respondents deny any violation of law and that this Agreement does not constitute an admission by the respondents or evidence of a determination by the Department of any violation of Title VIII.
3. The respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. The respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
4. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the respondents, their employees, heirs, successors and assigns and all others in active concert with it in the ownership or operation of the respondents' business.
5. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
6. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint, including a Secretary initiated complaint made pursuant to the Fair Housing Act within the Department's jurisdiction.
7. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the complainant, Bank of America, and the FHEO Regional Director or his or her designee.
8. The parties agree that the execution of this Agreement may be accomplished by counterpart executions of consent to this Agreement, and that the original executed signature pages that are attached to the body of the Agreement constitute one and the same document. To avoid delay, the parties agree that signature pages received via Portable Document Format ("PDF") and/or facsimile will be considered official provided that the original copy of the signature page is forwarded to the FHEO Regional Director immediately upon its signing.

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

9. The complainant hereby forever waives, releases, and covenants not to sue the Department or respondents, their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-11-0346-8 only.

10. The respondents hereby forever waive, release, and covenant not to sue the Department or complainant and their successors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-11-0346-8 only.

11. This Agreement memorializes and constitutes the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements between the parties, whether written or unwritten. The parties acknowledge that no person or entity, nor an agent or attorney of any person or entity, has made any promises, representations, or warranties whatsoever, express or implied, which are not expressly contained in this Agreement, and the parties further acknowledge that they have not executed this Agreement in reliance upon any collateral promise, representation, warranty, or in reliance upon any belief as to any fact or matter not expressly recited in this Agreement.

12. The individual(s) signing on behalf of respondents hereby represent that they have authority to sign for respondents and that their signatures will bind respondents.

F. SETTLEMENT TERMS

1. Within thirty (30) days of the effective date of this Agreement, Bank of America shall pay to the Fair Housing Council of Orange County the sum of \$15,000. Such payment shall be by check payable to the "Fair Housing Council of Orange County." Bank of America shall send the check to the Fair Housing Council of Orange County, attention: Denise Y. Cato, 201 S. Broadway, Santa Ana, CA 92701.

2. When the check is sent to FHCOC as identified above, Bank of America shall forward a copy of the payment document to the attention of the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, ATTN: CONCILIATION REVIEW, 600 Harrison Street, Third Floor, San Francisco, CA 94107-1300 and to Christopher Brancart, Brancart & Brancart, P.O. Box 686, Pescadero, CA 94060.

G. COMPENSATION FUND

1. Within thirty days of the effective date of this Agreement, Bank of America shall deposit \$100,000 into a third party escrow account to be administered by an independent third party administrator. The deposit shall be made in the form of a certified or cashier's check. This account shall be referred to as the "Compensation Fund." Any interest that accrues shall become part of the Compensation Fund and be utilized and disposed of as set forth herein.

Cato: _____

Hahr, SVP, Bank of America 

Brancart: _____

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

Bank of America shall provide written verification of the deposit within thirty (30) days of effective date of this Agreement addressed to the Department at the address for the Region IX office specified in Section K of this Agreement.

The \$100,000 in the Compensation Fund shall be made available to pay damages to Bank of America residential loan applicants or residential loan borrowers who may have been denied a loan or subject to adverse loan terms or a delay in loan origination because the Claimant was pregnant or on, or scheduled to be on, pregnancy or maternity leave from work.

2. An independent third party administrator ("the Administrator") shall administer the fund. The Administrator shall not be part of or affiliated with Bank of America, National Association or any of its subsidiaries. The Bank's selection of an administrator is subject to approval by the Department. All costs associated with the administration of the Compensation Fund shall be paid by Bank of America and shall not be paid with funds from the Compensation Fund.

3. Within forty (40) days of the effective date of this Agreement, the Administrator shall mail a Notice to Potential Victims of Lending Discrimination ("Notice"), which includes a claim form, as shown in Appendix A, to all female persons who were living in Orange County, California and all female persons who were living in Santa Clara County, California, who applied for a loan from Bank of America during the two year period ending on the effective date of this Agreement. This includes persons who applied for a loan and did not receive one as well as those persons who received a loan. Within twenty (20) days of the effective date of this Agreement, Bank of America agrees to provide the last known name, address, and phone number of all persons who are due to receive a copy of the Notice to the Administrator.

4. Within sixty (60) days of effective date of this Agreement, the Administrator shall provide a certification to the Department and to Bank of America that the Administrator sent the Notice to all borrowers and applicants in accordance with Paragraph G3.

5. Bank of America may notify persons of the availability of the Compensation Fund to persons who claim to have been subject to lending discrimination due to maternity or pregnancy leave (e.g., persons who have filed discrimination complaints) who may or may not have been notified by the Administrator pursuant to this Agreement. Such persons may be eligible for damages if they file a claim and qualify pursuant to this Agreement.

6. Borrowers and applicants shall have twenty (20) days upon receipt of the Notice to submit a claim ("Claimant") to the Administrator. The date of receipt by the potential Claimant shall be the date the Notice was sent from the Administrator plus an additional five days to allow for transit time.

7. Pursuant to the eligibility requirements identified in this Agreement, the Compensation Fund shall be made available to pay damages to any Bank of America residential loan applicants or residential loan borrowers who may have been exposed to discriminatory statements or denied a loan, subject to a loan delay, or subject to adverse loan terms because the applicant or borrower was pregnant, or on, planning to be on, scheduled to be on, or expected to be on pregnancy or maternity leave from work at the time of her loan application with Bank of America.

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

8. The Administrator shall be responsible for examining each claim and determining whether a Claimant is entitled to receive money from the Compensation Fund in accordance with the requirements of this Agreement. The Administrator may consult with the Department at any time for the purpose of obtaining guidance in assessing a claim for eligibility of payment but shall notify Bank of America of such consultation and allow Bank of America to provide its assessment of a Claimant's eligibility. Upon request, Bank of America shall provide the Administrator with information and documentation for the purpose of allowing the Administrator to make an informed decision with regard to the claims.

9. Within one hundred sixty-five (165) days of the effective date of this Agreement the Administrator shall make an initial determination for each claim as to whether the Claimant is entitled to a payment from the Compensation Fund and shall communicate such determinations to the Department and Bank of America, along with recommendations for the amount of compensation appropriate for each claim. Claimants may be eligible for either a \$5,000 payment or a \$10,000 payment depending on the merit of the claim. Eligible claims shall be paid in the order of date and time of receipt of each eligible claim by the Administrator on a first come, first served basis. It is understood that the Compensation Fund may become exhausted causing some eligible claims to not be paid.

Payments of \$5,000 shall be made to eligible Claimants who received a loan from Bank of America. Payments of \$10,000 shall be made to eligible Claimants who were denied a loan from Bank of America. The Administrator agrees to make determinations of eligibility of payment based upon reliable evidence. Examples of reliable evidence include, but are not limited to, sworn affidavits, reviewing relevant documents, and interviews of relevant persons.

Bank of America shall have thirty (30) days in which to review the claims that the Administrator tentatively approves and provide to the Administrator any written objections to the Administrator's tentative approval of a claim. If Bank of America disputes, in writing, the Administrator's tentative approval of a claim, the Administrator shall, within ten (10) days provide any other factual information to Bank of America and the Department that the Administrator believe should be considered by the parties. Bank of America and the Department will work cooperatively in an effort to resolve any disputed claims based on the information provided by the Administrator and any other available information. In the event that the parties are unable to reach agreement as to whether a claim(s) should be approved, the Administrator will make the final determination whether to approve a claim, and which determination shall not be subject to review or dispute by any other person, including Bank of America or the Department.

To authorize a payment the Administrator must make a determination that each of the following elements has been met:

- a. The Claimant applied for a home purchase or refinance loan with Bank of America; the Claimant withdrew the application or did not complete it, and/or; received a loan decision

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

(approve or deny) or loan during the two year time-frame ending on the date this Agreement becomes effective;

b. That the Claimant was pregnant, or on, planning to be on, scheduled to be on, or expected to be on pregnancy or maternity leave from work at the time of the Claimant's loan application with Bank of America; and

c. The Claimant's loan application was impacted detrimentally due to pregnancy, pregnancy leave, or maternity leave ("detrimental impact").

10. Examples of detrimental impact. Detrimental impact may be established by the Administrator concluding that Bank of America delayed processing a loan application because the Claimant was on maternity leave and waited until she returned to work before approving the loan application. Detrimental impact may also be established by the Administrator concluding that Bank of America informed a Claimant that her loan application would not be approved because the Claimant was on maternity leave whereupon the Claimant made no other efforts to obtain a loan from Bank of America. Detrimental impact may include, but is not limited to, a loan denial, unnecessary delay in approving a loan (e.g., delay unrelated to the normal income verification process, as authorized by this Agreement), points added to the loan interest rate, or a higher interest rate due to changes in market interest rates occurring over time.

11. A Claimant shall not be entitled to payment merely because Bank of America acted to document the level and continuity of income before, during and after pregnancy or maternity leave as necessary and appropriate to qualify the borrower for the mortgage loan in a nondiscriminatory manner. It is recognized that income documentation is an important part of the loan underwriting process. A lender may evaluate income received while on leave, and determine whether the applicant intends to return to work at the previous level of pay. If conducted in a non-discriminatory fashion, these actions do not entitle a Claimant to a payment from the Compensation Fund. In addition, no Claimant shall be eligible for payment of an award from the Compensation Fund if such Claimant has previously received compensation from Bank of America in response to any claim of discrimination and has executed a release in exchange for such compensation.

12. If the Administrator determines in accordance with the procedures set forth in Paragraph G9 (including those procedures related to disputes by Bank of America or the Department concerning the Administrator's tentative approval of a claim), that a claim should be finally approved, the Administrator shall promptly send (and in no case later than 15 days after making a final approval) to each approved Claimant, the following: 1) a letter as set forth in Appendix B describing the process for receiving the claim, including executing the release contained in this Agreement. Upon timely returning the release, each approved Claimant shall receive a payment of either \$5,000 or \$10,000 from the Compensation Fund; and 2) a release document as set forth in Appendix C.

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

If the Administrator determines in accordance with the procedures set forth in Paragraph G9 that a claim does not qualify for payment, then the Administrator shall promptly send to the Claimant a letter as identified in Appendix D.

13. After a total of three hundred sixty-five (365) days have passed from the effective date of this Agreement, any remaining balance in the Compensation Fund up to \$15,000 shall be paid a "qualified fair housing organization" for the purpose of providing training to the general public and lenders on the subject of maternity based fair lending issues. A "qualified fair housing organization" is an organization that provides fair housing services to the public and has received a grant from the Department to do so within the past three years of the effective date of this Agreement. After the distribution to the fair housing organization(s), the remaining balance of the Compensation Fund shall be paid to Bank of America. Payments to the fair housing organization(s) and Bank of America shall be made no later than three hundred seventy-five (375) days after the effective date of this Agreement.

14. All payments made from the Compensation Fund (including payments to Claimants and fair housing organizations) shall be made by check from the Compensation Fund account. A copy of the account statements and processed checks shall be sent to the Department within five (5) days of the Administrator's receipt of them.

H. TRAINING

Bank of America will continue to require all of its home loan associates ("Associates") to complete annual fair lending training to ensure that their activities are conducted in a nondiscriminatory manner. This training shall explain their fair lending obligations under the Act. Associates may complete either web-based or paper-based training. Bank of America agrees to make a print copy of the training available to HUD within one hundred twenty (120) days of the effective date of the agreement and to report on training completion as follows: 1) within six (6) months of the effective date and 2) on the one (1) year anniversary of the effective date of the agreement.

The training referenced above will be reviewed by a qualified attorney, approved by HUD, or a fair housing organization that has qualified for funding under HUD's Fair Housing Initiatives Program (FHIP) within the past two years. This training shall focus on compliance with the requirements of the Fair Housing Act, with an emphasis on familial status, gender and disability.

I. POLICY ACKNOWLEDGMENT

Bank of America acknowledges it is not a violation of the Fair Housing Act to document the level and continuity of income before, during, and after parental leave as necessary and appropriate to qualify the applicant for a mortgage loan. While Bank of America's existing guidelines may be acceptable, the bank agrees it will move to revise its guidance within one year, in order for it to be like the recent guidelines from the Federal National Mortgage Association

Cato: _____

Hahr, SVP, Bank of America: 

Brancart: _____

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") with regard to treating maternity and pregnancy leave income and identifying when employment income may be used based upon the timing of a scheduled return to work date. Bank of America agrees to adopt such underwriting policies and agrees to communicate these requirements to its loan officers, underwriters, and to HUD within one hundred twenty (120) days of adoption.

J. EVALUATING AND MONITORING COMPLIANCE

For the duration of this Agreement, Bank of America shall retain all records relating to its obligations in this agreement. The Department shall have the right to review and copy such records upon request. It is understood that determining compliance with this Agreement is the responsibility and jurisdiction of the Department.

On the one (1) year anniversary of the effective date of this Agreement, Bank of America shall make a report to the Department on its progress in fulfilling the goals of this Agreement. The report shall provide a complete account of Bank of America's actions to comply with each requirement of this Agreement during the year period just ending, an objective assessment of the extent to which each quantifiable obligation was met, an explanation of why any particular component fell short of meeting its goal for that year, and any recommendations for additional actions to achieve the goals of this Agreement.

K. REPORTING AND RECORDKEEPING

As directed by this Agreement, all required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
San Francisco Regional Office – Region IX
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1300

L. CONSEQUENCES OF BREACH

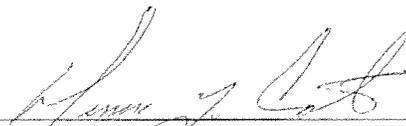
Whenever the Department has reasonable cause to believe that the respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

Cato: _____
Brancart: _____

Mahr, SVP, Bank of America:  _____

SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Agreement.



Denise Y. Cato
Chief Executive Officer
Fair Housing Council of Orange County

5-21-12
Date



Christopher Brancart
c/o Brancart & Brancart
PO Box 686
Pescadero, CA 94060

5-21-12
Date

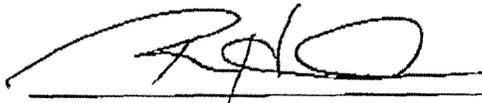
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Hahr, SVP, Bank of America: _____

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.



5-23-12

Ron Hahr
Senior Vice President
Region Sales Executive
Bank of America
2880 Stevens Creek Blvd.
San Jose, CA 95128

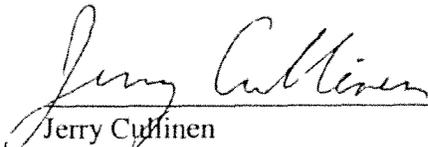
Date

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SIGNATURE PAGE

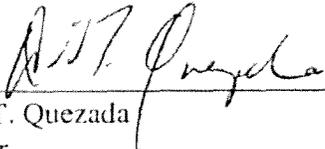
RECOMMEND APPROVAL OF THIS AGREEMENT:



Jerry Cullinen
Equal Opportunity Specialist
Enforcement Branch, South
Office of Fair Housing and Equal Opportunity

MAY 24, 2012

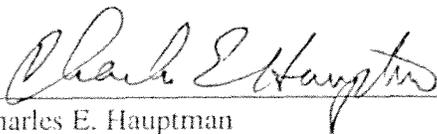
Date



David T. Quezada
Director
Los Angeles Program Center
Office of Fair Housing and Equal Opportunity

5-24-2012

Date



Charles E. Hauptman
Director
Office of Fair Housing and Equal Opportunity

5/24/2012

Date

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

APPENDIX A

NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION BECAUSE OF PREGNANCY / MATERNITY STATUS (i.e., FAMILIAL STATUS)

Bank of America, National Association ("Bank of America") has established a fund to provide monetary relief to those Bank of America residential loan applicants and borrowers who may have been discriminated against because they were pregnant, or on, or scheduled to be on, pregnancy or maternity leave when they applied for a residential mortgage loan ("Compensation Fund"). This notice provides you with information on how to file a claim should you qualify for relief from the Compensation Fund.

On [DATE], Bank of America entered into a conciliation agreement with the U.S. Department of Housing and Urban Development ("HUD") to resolve a HUD discrimination complaint, FHEO case no. 09-11-0346-8 ("Conciliation Agreement"). The complaint was filed by an individual who alleged discrimination under the federal Fair Housing Act, as amended, with regard to a residential loan application.

Bank of America denies the complainant's allegation, contending that its actions were nondiscriminatory. HUD and Bank of America entered into the Conciliation Agreement to resolve the complaint. As part of the Conciliation Agreement, Bank of America has agreed to establish the Compensation Fund for the purpose of paying damages to persons who may have suffered injury in the event that it is determined that Bank of America made a loan decision on the basis of pregnancy, pregnancy leave or maternity leave.

In order to receive a payment from the Compensation Fund, you must demonstrate that you meet each of the following conditions (you can make the demonstration by describing in detail the facts of your claim and providing all available supporting documentation, such as evidence of maternity leave or the birth of your child, as well as evidence regarding your belief that Bank of America acted in a discriminatory fashion):

1. You applied for a residential loan with Bank of America and received a loan decision or loan from _____ to _____; [note: specify dates that cover a two year time frame ending on the effective date of agreement]
2. At the time of loan application, you were pregnant, or on, scheduled to be on, or expected to be on pregnancy or maternity leave from work; and

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
 HUD Case Number 09-11-0346-8

3. That your loan application was impacted detrimentally because of the pregnancy or maternity leave status, without regard to prudential loan underwriting. Such detrimental impact may be established by demonstrating that a Bank of America official told you that you were not eligible for, or would be subjected to different terms and conditions of, a mortgage loan because you were on pregnancy or maternity leave, or that you would have to return to work before you would be considered eligible for a mortgage loan, or that the loan application was delayed unreasonably because of the pregnancy or maternity leave status.

You are not entitled to payment if Bank of America acted in a nondiscriminatory manner to document the level and continuity of income before, during and after pregnancy or maternity leave as necessary and appropriate to qualify you for the mortgage loan. It is recognized that income documentation is an important part of the loan underwriting process.

If you believe that Bank of America discriminated against you during the loan application process on the basis of your pregnancy or maternity leave status, **you must file a claim by [DATE] in order to be eligible for an award from the Compensation Fund.** If you wish to file a claim, you must provide: (1) your contact information, including your full name, address, telephone number(s), and, if available, e-mail address; and (2) a full description of why you believe that Bank of America has discriminated against you in violation of the Act because you were on, or scheduled to be on, pregnancy or maternity leave during the loan application process. If known, please also provide your application or loan numbers, and the names of any Bank of America personnel who processed your application or loan. You are encouraged to include with the written description of your claim, copies of any documents you believe would help explain the basis for your claim, particularly any information necessary to establish the conditions described in this notice.

Eligible claims shall be paid in the order of date and time of receipt of each eligible claim by the Administrator on a first come, first served basis. The Compensation Fund may become exhausted causing some eligible claims to not be paid. If you intend on filing a claim you are encouraged to do so as soon as possible.

Cato: _____
 Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

All claims must be sent to:

**[ADMINISTRATOR]
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE]**

More information on the claims process, including a complete copy of the Conciliation Agreement, is available at this address or by calling [NUMBER].

All Claimants will receive notice of whether their claim has been found to be meritorious.

If it is determined that your claim has merit, the administrator will pay you from the Compensation Fund only if you sign a written release ("Release"), a copy of which will be sent to you if your claim is approved. The Release waives all claims, legal or equitable, that you might have against Bank of America regarding the allegations asserted in your claim. You are not eligible for payment of an award from the Compensation Fund with respect to an application or loan if you have previously received compensation for a claim of discrimination regarding the same application or loan and have previously executed a release in exchange for the compensation.

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

continuation of Appendix A:

CLAIM FORM

RETURN TO: [ADMINISTRATOR], [STREET ADDRESS], [CITY], [STATE] [ZIP CODE]

FULL NAME (please print): _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

**WHY DO YOU BELIEVE THAT BANK OF AMERICA DISCRIMINATED AGAINST YOU
BECAUSE YOU WERE ON PREGNANCY OR MATERNITY LEAVE?**

Use additional pages if necessary. Submit relevant documents.

If known:

Loan or application number: _____

Type of loan (home purchase or refinancing): _____

Bank of America office(s) you interacted with (include complete address):

Name of Bank of America official(s) with whom you dealt: _____

Approximate date of loan application: _____

SIGNATURE: _____

TODAY'S DATE: _____

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America: 

APPENDIX B

[DATE]

[APPLICANT NAME]
[APPLICANT STREET ADDRESS]
[APPLICANT CITY, STATE ZIP]

Re: Bank of America Compensation Fund

Dear [APPLICANT]:

On [DATE], you submitted a claim for relief under a compensation fund established by Bank of America, for payment to persons who may have been discriminated against on the basis of pregnancy or maternity leave during the process of applying for a mortgage with Bank of America. After considering your claim, it has been determined that you are eligible for payment from the compensation fund in the amount of [AMOUNT]. In order to receive this payment, you must first sign the enclosed release and return it to the following address within thirty (30) days of the date of this letter. **Failure to submit a signed copy of the release within thirty (30) days will result in your forfeiture of any payment from the Compensation Fund.**

RETURN SIGNED RELEASES TO:

[ADMINISTRATOR]

[STREET ADDRESS]

[CITY], [STATE] [ZIP CODE]

Sincerely,
[ADMINISTRATOR]

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America:



FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

APPENDIX C

RELEASE

In consideration of the parties' agreement to the terms of the Conciliation Agreement in FHCOC v. Bank of America, HUD Case 09-11-0346-8 and the estimated payment to me of \$ _____ by Bank of America pursuant to the Conciliation Agreement, I hereby release and forever discharge all claims, rights, remedies, and recoveries related to the facts at issue in the above-referenced matter only.

I understand that this releases those claims, rights, remedies and recoveries limited to the claims at issue in the above-referenced matter only against Bank of America, and against any and all entities, parents, predecessors, successors, subsidiaries, and affiliates related to those companies, and against any and all of the past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors in interest, or assigns of those companies in connection with any claim arising out of facts in the above-referenced matter only.

Executed on this ____ day of _____, 2012.

Signature: _____

Print Name: _____

Address: _____

RETURN TO:

[Administrator]
[Street Address]
[City], [State] [Zip Code]

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America: 

FHCOC vs. Bank of America
HUD Case Number 09-11-0346-8

APPENDIX D

[DATE]

[APPLICANT NAME]
[APPLICANT STREET ADDRESS]
[APPLICANT CITY, STATE ZIP]

Re: Bank of America Compensation Fund

Dear [APPLICANT]:

On [DATE], you submitted a claim for relief under a compensation fund established by Bank of America, for payment to persons who may have been discriminated against on the basis of pregnancy or maternity leave during the process of applying for a mortgage with Bank of America. Thank you for taking the time to complete the claim form and submitting it to us. We have carefully reviewed the information pertaining to your claim. After considering your claim, it has been determined that you are not eligible for payment from the compensation fund.

Sincerely,
[ADMINISTRATOR]

Cato: _____
Brancart: _____

Hahr, SVP, Bank of America:

