UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Case No. 07-13-0213-8

CONCILIATION AGREEMENT

Under the Fair Housing Act (Title VIII)

between

Assistant Secretary for Fair Housing and Equal Opportunity
on behalf of the U.S. Department of Housing and Urban Development

and

Wells Fargo Bank, N.A., d/b/a Wells Fargo Home Mortgage

A. PARTIES

Complainant

Assistant Secretary for Fair Housing and Equal Opportunity (the "Assistant Secretary")
U.S. Department of Housing and Urban Development ("HUD" or the "Department")
451 7th Street, SW
Washington, DC 20410

Respondent

Wells Fargo Bank, N.A. d/b/a Wells Fargo Home Mortgage ("Wells Fargo")
c/o Law Department
MAC R0135-050
1750 H. Street NW
5th Floor
Washington, DC 20006-4600

B. STATEMENT OF FACTS

On December 5, 2012, the Assistant Secretary filed a complaint ("Complaint") alleging that Respondent violated Sections 804(a) - (c) and 805 of the Fair Housing Act (the "Act"). HUD has made no findings of any violation by the Respondent of the Act or of any other applicable law.

Respondent denies the allegations in the Complaint, and denies discriminating against loan applicants because of sex and/or familial status.

No Admission of Liability

HUD and Wells Fargo enter into this settlement solely for the purpose of obtaining administrative closure of this matter. It is understood that the execution of this Conciliation Agreement ("Agreement") does not constitute an admission by Wells Fargo of any violation of the Act as alleged in the Complaint.

C. TERM OF AGREEMENT

This Agreement shall govern the conduct of the parties to it for a period of two years from the effective date of the Agreement, unless Respondent and the Assistant Secretary (the "Parties") shall agree to an extension for purposes of completing the actions mandated by the Agreement.

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 Fair Housing Act, unless and until such time as it is approved by the parties and by the Assistant Secretary.

This Agreement shall become effective and binding on the Parties on the date on which the Assistant Secretary approves it ("Effective Date").

E. GENERAL PROVISIONS

1) The Parties acknowledge that this Agreement is a voluntary and full settlement of the Complaint. No party admits liability or wrongdoing of any nature as a result of entering into this Agreement and the Parties acknowledge that no findings have been made with respect to the Complaint's allegations. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The Parties have read and fully understand the significance of the terms set forth herein.

2) Each person who signs this Agreement in a representative capacity warrants that his or her execution of this Agreement is duly authorized, executed and delivered by and for the entity for which he or she signs.

3) It is understood that Respondent denies that it has violated the Act or any other law. This Agreement does not constitute an admission by the Respondent or evidence of a determination by HUD of any violation of the Act or any other law.

4) This Agreement, after the Assistant Secretary has approved it, is binding upon HUD, the Respondent, and their respective employees, successors and assigns, and all others in active concert with them in the ownership or operation of Wells Fargo.

5) It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Assistant Secretary, this Agreement is a public document.

6) No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed 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 Parties. Any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

7) The Parties agree that this Agreement may be executed by the Parties' signatures of consent on separate pages. The separate pages will be attached to the body of the Agreement to constitute one document. The Parties agree that signature pages received via electronic transmission will be considered official, provided that the original copy of the signature page is forwarded to HUD immediately upon signing of the Agreement. Both the original and any electronically transmitted signature pages will be retained in the official case file.

8) Respondent Wells Fargo hereby forever waives, releases and covenants not to sue HUD or its employees, assigns or successors, with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the facts alleged in or the same subject matter as HUD Case Nos. 07-13-0213-8, 09-11-1095-8,

07-12-0751-8, 06-13-0379-8, 09-13-0663-8, 09-14-0690-8, 06-14-0153-8, or which could have been filed in any action or suit arising from such facts or subject matter.

9) Complainants Melissa Nerey, Luis Nerey, Robyn Broghammer, James Broghammer, Lindsay Doyal, Toby Doyal, Mark Hall, Renee Schubert, Richard Schubert, Evette Mesrobian and Daren Mesrobian, hereby forever waive, release, and covenant not to sue Respondent, its affiliates, executors, assigns, 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 Numbers 07-13-0213-8, 09-11-1095-8, 07-12-0751-8, 06-13-0379-8, 09-13-0379-8, 09-14-0690-8, 06-14-0153-8, or which could have been filed in any action or suit arising from said subject matter.

10) HUD hereby forever waives, releases, and covenants not to sue Respondent, its affiliates, executors, assigns, 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 Numbers 07-13-0213-8, 09-11-1095-8, 07-12-0751-8, 06-13-0379-8, 09-13-0663-8, 09-14-0690-8, 06-14-0153-8, or which could have been filed in any action or suit arising from said subject matter.

11) This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondent within HUD's jurisdiction.

12) Respondent acknowledges 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. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.

13) If any provision of this Agreement is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of this Agreement, and shall not affect the validity and enforceability of all the other provisions of this Agreement.

F. RESOLUTION OF INDIVIDUAL COMPLAINANTS

1) Wells Fargo has agreed to payments to the individual complainants ("Individual Complainants") associated with the following HUD complaints: 09-14-0690-8, 06-13-0379-8, 07-12-0751-8, 09-11-1095-8, 09-13-0663, and 06-14-0153-8, as described in Appendix A. Upon execution of this Agreement, the Individual Complainants withdraw their complaints against individually listed Respondents by completing the form contained within Appendix A.

2) Within 10 days of the Effective Date, Respondent Wells Fargo will issue checks in the agreed-upon amounts to each Individual Complainant. Respondent Wells Fargo will submit to the Region VII Director a copy of each check it issued to each Individual

Complainant. Upon receipt of the copies of each check, the Department will close the individual complaints identified in Paragraph F.15 as conciliated.

G. RELIEF IN THE PUBLIC INTEREST

1) Commitment to Comply with the Fair Housing Act

a) Respondent Wells Fargo agrees to continue to comply with all applicable provisions of the Act. Respondent specifically agrees that it will provide full and fair access to all home loan products regardless of an applicant's race, color, religion, sex, disability, national origin, or familial status. It is understood that "familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with—(a) A parent or another person having legal custody of such individual or individuals; or (b) The designee of such parent or other person having such custody, with the written permission of such parent or other person. It is further understood that the protections afforded against discrimination on the basis of familial status apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. This commitment includes all aspects of Wells Fargo's loan origination process, such as, but not limited to, marketing and underwriting of loans.

2) Adoption and Implementation of a Updated Temporary Leave Underwriting Guidelines

a) Respondent Wells Fargo agrees to continue to allow a qualified applicant on temporary leave, including parental leave, to be approved for a mortgage application without first returning to active work status. Respondent further agrees to allow loan applicants on temporary leave, including parental leave, to use their pre-leave income if the applicant's return to work date precedes the date of the first mortgage payment and Respondent is not made aware that the applicant's post-leave income will be less than the pre-leave income. Respondent further agrees that applicants who will not return from temporary leave before the first mortgage payment due date may use any income received during the leave period to meet generally applicable underwriting standards. In the event that the income received during the temporary leave period is insufficient to meet generally applicable underwriting standards, Respondent will permit applicants to use verified liquid assets not otherwise required to close, in order to bridge any period in which an applicant receives less than his or her full employment income while on temporary leave beyond the due date of the first mortgage payment.

b) Within 75 days of the Effective Date, Respondent Wells Fargo has agreed to update its temporary leave guidelines applicable to Conventional, FHA, and VA loans. It is understood that the Department's Office of Fair Housing and Equal Opportunity has reviewed proposed changes to the underwriting guidelines that Respondent will implement and that FHEO has approved them.

3) Training and Communication of Temporary Leave Underwriting Guidelines

a) Within 30 days of the implementation of the temporary leave underwriting guidelines referenced in Section G.2.b of this Agreement, Respondent Wells Fargo agrees to distribute to all Wells Fargo Home Mortgage Consultants, Underwriters, Loan Document Processors, and their supervisors, a copy of the temporary leave underwriting guidelines. The communication must also include a written reminder that qualified applicants on temporary leave are not required and should not be encouraged to return to work in order for a loan to be approved, and that supplemental income (*i.e.*, available liquid reserves not required to complete the transaction divided by the number of months of supplemental income) may be used when evaluating applicants on temporary leave if active work income cannot otherwise be used. A draft of the communication will be submitted to HUD for approval and comments within 5 days of the implementation of the temporary leave guidelines. HUD will provide comments and requested changes within 10 days of receipt, or the communication will be deemed approved. Respondent agrees to implement the comments and requested changes prior to distribution of the communication.

b) Respondent Wells Fargo agrees to continue to provide fair lending training courses to its newly hired employees in home lending-related roles and to provide annual training to its current employees in home lending-related roles. Respondent agrees to include in the next regularly-scheduled update to its annual fair lending training program a component on compliance with the agreed-upon temporary leave underwriting guidelines. Respondent agrees to provide to the Department copies of such training within 30 days of any request. Further, Respondent agrees to report to the Department the number of employees who have completed the fair lending training within 30 days of any request.

4) Compensation Fund

a) Within 15 days of the Administrator Agreement Date, as specified elsewhere in this agreement,, Respondent Wells Fargo shall deposit $3,500,000 into a third party interest-bearing escrow account ("Compensation Fund"), which will be controlled by a third party administrator. The Compensation Fund shall be used solely to pay monetary claims to individuals who are deemed eligible under this Agreement.

b) Title to the Compensation Fund account shall specify that it is "for the benefit of eligible claimants regarding and in relation to Assistant Secretary FHEO v. Wells Fargo Bank, N.A., 07-13-0213-8."

c) Any interest that accrues in said Compensation Fund shall become a part of the Compensation Fund and be utilized and disposed of as set forth herein, except that any taxes owed on such interest shall be paid from any accrued interest.

d) Within 20 days of the Administrator Agreement Date, Respondent shall provide written certification of the $3,500,000 deposit in said Compensation Fund to the Region VII FHEO Director.

e) Any funds remaining in the Compensation Fund after the last claim is paid, as provided below, including accrued interest, shall immediately be distributed among 6 qualified organizations that promote fair housing, conduct fair lending enforcement, or provide educational activities that address sex and familial status discrimination in housing or lending (*e.g.*, qualified fair housing organizations or other not-for-profit organizations). Respondent shall consult with and obtain the approval from the Region VII FHEO Director in selecting the recipients of these funds and the amount distributed to each. Respondent shall require each recipient to submit to Respondent and the Region VII FHEO Director a detailed report on how funds are utilized within one year after the funds are distributed.

f) Respondent shall not be entitled to a set-off, or any other reduction, of the amount of payments to an aggrieved person because of any debts owed by an aggrieved person.

g) Claimants to the fund shall have 120 days from the date the Notices are mailed to file for compensation from the fund.

h) In the event the number of qualified claims to be paid to Participating Claimants from the fund exceeds the $3,500,000 available in the Compensation Fund, Wells Fargo agrees to continue paying all qualified claims up to an aggregate amount of $5,000,000. If the number of approved claims exceeds 250, all approved claims shall receive an equal pro-rata share of the $5,000,000.

5) <u>Identification of Eligible Claimants</u>

a) <u>Electronic File Query</u>

(i) Within 30 days of the Effective Date, Wells Fargo shall complete an electronic file query of HMDA-reportable loan applications (excluding pre-approvals) underwritten by Wells Fargo, with an application date of January 1, 2011 through the Effective Date, and for which there is a female applicant or co-applicant. The purpose of the query is to identify applicants who are eligible for a payment under the terms of this Agreement. This electronic file query shall be performed by Respondent through a word search inquiry of underwriter comment logs contained within a database(s) in the Respondent's possession. The Respondent agrees to conduct a comprehensive query using each of the following word search terms:

a. Maternity
b. Pregnant
c. Pregnancy
d. Baby

e. Infant
f. Short term disability
g. Paternity

(ii) Within 60 days of the Effective Date, Wells Fargo shall report to HUD and the Administrator the results of the above-referenced electronic file query, including how many files were searched, the method used, search word index, and the resulting list of loan applicants identified by the electronic word search ("Eligible Claimants").

b) Engagement and General Duties of Settlement Administrator

(i) Within 30 days of the Effective Date, Respondent Wells Fargo shall submit to the Region VII FHEO Director the name, address, and credentials of the Administrator it plans to hire to administer the Compensation Fund.

a. The Region VII FHEO Director shall provide written approval, or comments, within 15 days of Respondent's submission of the proposed Administrator. Respondent agrees to adopt or address HUD's comments, if any.

(ii) Within 60 days of the HUD's written approval of the proposed Administrator, Respondent shall submit the contract or agreement detailing the responsibilities of the Administrator, to HUD for written approval and comments. Respondent shall also submit certification that the expense associated with employment of the Administrator shall be borne by Respondent, and not paid for by the funds designated for expenditure in the Compensation Fund. Respondent agrees that as a part of the Administrator's duties, the terms set forth in this Agreement shall be included in the contract or agreement between Respondent and Administrator, for the purpose of carrying out the provisions for the Compensation Fund as prescribed herein. The Administrator's contract shall require the Administrator to work cooperatively with the Department in the conduct of its activities, including reporting regularly to and providing all reasonably requested information to the Department. HUD retains the right to review the files and documents of the Administrator as they pertain to this Agreement, and to arrange regular conferences to review the Administrator's progress. The Administrator's contract shall require the Administrator to comply with all confidentiality and privacy restrictions applicable to the party who supplied the information and data to the Administrator. The Administrator's contract shall specify that confidentiality and privacy restrictions do not prevent HUD's review process.

a. The Region VII FHEO Director shall provide written approval, or comments, within 15 days of the Respondent's submission of the contract and certification.

(iii) Within 30 days of HUD's written approval of the proposed Administrator Agreement, the Administrator shall enter into the agreement ("Administrator Agreement Date") and begin his or her duties.

c) Administrator's Notification to Eligible Claimants

(i) Within 30 days of the Administrator Agreement Date, Respondent Wells Fargo shall provide the Administrator with the last known mailing address, phone number, and e-mail address of each Eligible Claimant.

(ii) Within 60 days of the Administrator Agreement Date, the Administrator shall mail to each Eligible Claimant a copy of the Notice attached as Appendix B of this Agreement. This mailing shall occur via first-class mail.

a. The envelope should include a request for forwarding address.
b. The envelope shall be printed with the following short notice, in red: Attention – Notice of Compensation Under Maternity Leave Settlement.
c. The Notice should include a copy of the release form attached as Appendix C of this Agreement ("Release").
d. The Notice shall provide for a cost-free means by which an Eligible Claimant may return the signed Release.

(iii) Within 75 days of the Administrator Agreement Date, Respondent Wells Fargo shall cause the Administrator to provide a certification to the Department that it has sent the Notice in accordance with this Agreement.

(iv) The Administrator shall keep a log of his or her efforts to contact Eligible Claimants documenting all efforts, including in cases where the Notice is returned by the U.S. Postal Service (or similar mail processing entity).

(1) Except as noted below with respect to undeliverable notices, the Administrator shall not engage in additional efforts to contact Eligible Claimants who do not respond to the mailing of the Notice.

(i) If any Notice is returned as undeliverable, the Administrator shall engage in reasonable efforts to obtain other contact information for the Eligible Claimant, and resend the Notice. The Administrator's reasonable efforts shall continue for a period of 120 days, until the close of the Participation Deadline (as that term is defined elsewhere in this Agreement), but may not be extended or modified past this deadline.

(v) The Notice shall inform the recipients that each has until the Participation Deadline to provide to the Administrator a signed and fully executed Release. This Participation Deadline shall be calculated based on 120 days from the date the Notice is initially sent. No person who submits her Release after the 120th day following the mailing of the Notice shall be eligible for payment.

(vi) Within 30 days after the Participation Deadline, the Administrator shall provide Respondent and the Department with a list of Eligible Claimants who timely and fully responded to the Notice ("Participating Claimants").

(1) Except as provided in the following paragraph, no person shall qualify as a Participating Claimant unless the Administrator receives by the Participation Deadline a Release signed by all applicants to the subject loan application. If the Administrator receives a defective Release prior to the Participation Deadline, the Administrator may take reasonable steps to contact the person and cure the defective Release. In no event, however, shall these efforts cause the Participation Deadline to be extended or modified.

(2) If the Administrator cannot secure timely Releases by all applicants to a loan application, the amount of the monetary payment for that loan application shall be reduced to a pro-rata share corresponding to the number of loan applicants on the loan application who signed a Release (*e.g.*, if an application had two loan applicants and only one applicant signed a Release, the monetary payment would be one-half of the amount otherwise authorized under this Agreement). In the event that a Participating Claimant is unable to secure the signature of any other applicant of the subject mortgage loan application, and such inability is because of death, divorce, or similar event, HUD and Wells Fargo will work cooperatively to develop processes to document the situation to their mutual satisfaction and the Administrator shall remit the full payment amount to the Participating Claimant.

d) <u>Supplemental Communication to Eligible Claimants</u>

(i) In addition to the Administrator's Notification to Eligible Claimants specified above, Wells Fargo will engage in the following supplemental effort to notify Eligible Claimants. Within 5 days of the mailing of the Notice by the Administrator, Wells Fargo shall communicate with any Eligible Claimant that has an active online banking account with Wells Fargo. This communication shall be distributed through an alert that is emailed to the Eligible Claimant and also placed in the online banking secure inbox. The language in this communication shall be consistent with the Notice mailed to the Eligible Claimant, provided that the communication may contain abbreviated language and direct the Eligible Claimant to an external website for full details and a copy of the Release. Before dissemination, Wells Fargo shall provide a copy of this communication to HUD, which shall have 15 days to review and provide any comments or other feedback to Wells Fargo.

6) <u>Participating Claimant Payment Process</u>

a) As specified below, within 45 days after the Participation Deadline, HUD shall certify the precise number of persons who will receive payment under this Agreement, as well as the aggregate and per capita amount of such payments ("HUD Certification Date").

(i) In the event there are between 1 and 175 Participating Claimants, each Participating Claimant shall be paid $20,000, with all payments paid out of monies in the Compensation Fund.

(ii) In the event there are between 176 and 250 Participating Claimants, Wells Fargo shall supplement the Compensation Fund with additional funds necessary to pay each Participating Claimant $20,000. This supplement must be deposited into the Compensation Fund no later than 15 days after the HUD Certification Date.

(iii) In the event that there are more than 250 Participating Claimants, Wells Fargo shall supplement the Compensation Fund with an additional $1,500,000, and each Participating Claimant shall receive a pro-rata share of the total amount in the Compensation Fund (*i.e.*, $5,000,000 plus accrued interest net of taxes). This supplement must be deposited into the Compensation Fund no later than 15 days after the HUD Certification Date.

(iv) In the event that there are more than 500 Participating Claimants, HUD retains the right to review Participating Claimant information with the Administrator on reasonable notice to examine the Participating Claimant pool, and any need for additional documentation of discrimination. Wells Fargo shall cooperate with any request from HUD or the Administrator for documents necessary to complete any such review by HUD (e.g., underwriter comments, loan files).

b) Within 45 days of the HUD Certification Date, the Administrator shall mail to each Participating Claimant a check in the amount authorized by this Agreement and summarized above. Every 45 days after the HUD Certification Date until 180 days from the Participation Deadline, the Administrator shall send written notification to Participating Claimants that any check not cashed within 180 days of the Participation Deadline will be void and the Participating Claimant will waive any authority to receive compensation under this Agreement. Funds associated with voided checks shall be distributed in a manner consistent with the requirements of Section G.4.e of this Agreement.

c) <u>Provisional Claimants</u>

(i) Persons not identified as Eligible Claimants under the terms of this Agreement may seek to participate in this Agreement by providing the Administrator with their name, address, social security number, and any other information requested by the Administrator ("Provisional Claimants").

(ii) Any Provisional Claimant must notify the Administrator, HUD, or Wells Fargo before the expiration of the Participation Deadline.

(iii) Within 10 days after the Participation Deadline, the Administrator shall provide a list of all Provisional Claimants to Respondent.

(iv) Within 25 days of the Participation Deadline, Respondent shall determine if the Provisional Claimant applied for a HMDA-reportable loan applications (excluding pre-approvals) underwritten by Wells Fargo with an application date of January 1, 2011 through the Effective Date, and for which there is a female applicant or co-applicant. The Administrator must also determine that the Provisional Claimant was pregnant, on maternity leave, or schedule to be on maternity leave on or about the time of the subject loan application. Any person for whom these determinations are affirmative shall qualify as an "Approved Provisional Claimant."

(v) Within 45 days of the Participation Deadline, the Administrator shall mail to each Approved Provisional Claimant a copy of the Release. Each Approved Provisional Claimant shall have 30 days from the date the Administrator mailed the Release to return a valid, signed copy to the Administrator. Each Approved Provisional Claimant who provides a timely, signed Release in accordance with this Agreement shall be treated as a Participating Claimant.

H) MONITORING

For the duration of this Agreement, Respondent Wells Fargo shall retain all records evidencing its compliance with this Agreement. The Department shall have the right to review and copy such records upon request.

I) REPORTING AND RECORDKEEPING

7) The Administrator shall submit semi-annual reports throughout the course of this Agreement.

8) The reports shall provide a complete account of Wells Fargo's actions to comply with each requirement of this Agreement during the previous reporting period, an assessment of the extent to which each obligation was met, an explanation of why any particular obligation was not met for the previous reporting period, and any recommendations for additional actions to achieve the obligations of the Agreement.

9) All reports or other documentation of compliance required pursuant to this Agreement shall be electronically submitted to Kathryn.a.amaya@hud.gov and Betty.Bottiger@hud.gov and a hard copy sent to:

Betty J. Bottiger
Region VII Director, Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Gateway Tower II, Room 200
400 State Avenue
Kansas City, Kansas 66101-2406

I) CONSEQUENCES OF BREACH

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

J) SIGNATURES

WHEREFORE, the parties hereto have duly executed this Agreement:

Assistant Secretary Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development (Complainant)

10/8/14
Date

Franklin Codel
EVP – National Consumer Lending
Wells Fargo Bank, N.A.
d/b/a Wells Fargo Home Mortgage (Respondent)

10/6/14
Date

Melissa Nerey, Complainant

7-Oct-2014
Date

Luis Nerey, Complainant

07-Oct-2014
Date

DocuSign Envelope ID: 65D38CF6-2959-4EA3-91EB-AB79117C27D2

DocuSigned by:
Robyn Broghammer
832FCBCEA0444E0...

10/7/2014

Robyn Broghammer, Complainant

Date

DocuSigned by:
James A. Broghammer
F1706432CE3F40B...

10/7/2014

James Broghammer, Complainant

Date

Lindsay Doyal, Complainant

10/7/2014
Date

Toby Doyal, Complainant

10/7/2014
Date

Mark Hall, Complainant

07OCT2014
Date

Renee Schubert, Complainant

10/07/14
Date

Richard Schubert, Complainant

10/07/14
Date

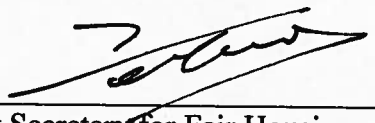
Evette Mesrobian, Complainant

10/7/14
Date

Daren Mesrobian, Complainant

10/7/14
Date

APPROVAL



Assistant Secretary for Fair Housing and Equal Opportunity
On behalf of the U.S. Department of Housing and Urban Development

10/8/14
Date