

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CONCILIATION AGREEMENT**

**between**

**[REDACTED]**  
**[REDACTED]**  
**(Complainants)**

**And**

Bank of America, N.A.  
Hung Tran  
**(Respondents)**

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

Approved by the FHEO Acting Regional Director on behalf of the United States Department  
of Housing and Urban Development

**FHEO CASE NUMBER:** 09-22-7402-8  
**FHEO CASE NAME:** [REDACTED] and [REDACTED] v. Bank of America, N.A.

**HUD Date Filed:** October 29, 2021

**Effective Date of Agreement:** \_\_\_\_\_

**Expiration Date of Agreement:** \_\_\_\_\_

## A. Parties and Subject Property

### Complainants

██████████  
██████████  
Napa, CA 94559

██████████  
██████████  
██████████  
Napa, CA 94559

### Other Aggrieved Parties

██████████  
██████████  
██████████  
Napa, CA 94559

### Respondents

Bank of America, N.A.  
c/o CT Corporation System  
30 N. Brand Blvd, Suite 700  
Glendale, CA 91203

Hung Tran  
2400 N. Texas Street  
Fairfield, CA 94533

## B. Statement of Allegations

On October 29, 2021, ██████████ and ██████████ (jointly, "Complainants") filed a complaint with the United States Department of Housing and Urban Development ("the Department" or "HUD"). Complainants alleged that Bank of America, N.A. ("Bank of America") and its agent, loan officer Hung Tran (jointly, "Respondents"), discriminated against them on the basis of sex and familial status in violation of subsections 804(a) and 804(b) and Sections 805 and 818 of the Fair Housing Act as amended, 42 U.S.C. 3601 *et seq.* ("the Act") by refusing to approve Complainants for a home loan until after Ms. ██████████ returned to work from maternity leave.

Respondents deny having discriminated against Complainants but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

### **C. Term of Agreement**

1. This is a Conciliation Agreement between Complainants, named above, and Respondents, named above. As specifically stated herein, this Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from the Effective Date of the Agreement.

### **D. Effective Date**

2. 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 the Department, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Regional Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or his designee (“Effective Date”).

### **E. General Provisions**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The parties affirm that they have read and fully understand the significance of the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that Respondents deny any violation of the law and that this Agreement does not constitute an admission by Respondents, nor evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondents deny having discriminated against Complainants but acknowledge that they have an affirmative duty not to discriminate under the Act. Respondents acknowledge 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. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document. It is understood that the signature of Bob Kelly, Senior Vice President, Retail Business Enablement & Controls, is made with the authority and on behalf of Respondent Bank of America.
8. This Agreement, subsequent to the approval by the FHEO Regional Director, or his designee, is binding upon Respondents, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers,

affiliates, other owners and all others in active concert with Respondents in the operation of the subject property.

9. 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 designee, it is a public document.
10. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act or any other complaint within the Department's jurisdiction.
11. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing 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 FHEO Regional Director or his designee.

#### **F. Mutual Releases**

12. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, alleged or which could have been alleged arising out of the subject matter of HUD case number 09-22-7402-8 or which could have been filed in any action or suit arising from said subject matter.
13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 09-22-7402-8 or which could have been filed in any action or suit arising from said subject matter.

#### **G. Relief for Complainant**

14. Respondent Bank of America agrees to pay Complainants the sum total of fifteen thousand dollars (\$15,000) within fourteen (14) calendar days of the Effective Date of this Agreement. Payment will be in the form of a check made payable to ██████████ ██████████ and delivered to Complainants at ██████████, CA 94559 via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph G14, Respondent Bank of America shall provide a copy of the check and the tracking information to the Department within thirty (30)

days of the Effective Date of this Agreement. The copies shall be sent to the Department at the email address specified in paragraph J20 below.

## **H. Relief in the Public Interest**

15. Respondent Bank of America agrees to maintain its existing policies and procedures under which applicants on temporary leave, including parental leave, may qualify for a home loan without first returning to active work status, assuming they meet all qualifying requirements. Respondent Bank of America further agrees to maintain its existing policies and procedures prohibiting employees in lending-related roles from discouraging an applicant from applying due to any prohibited basis, including plans for parental leave, or suggesting that applicants return to work from parental leave prior to applying for a home loan. It is understood that Respondent Bank of America has provided documentation to the Department showing that it already maintains such policies.

To show compliance with paragraph H15, Respondent Bank of America agrees to provide to the Department with copies of any policies related to qualifying home loan applicants who are on temporary leave, including parental leave, within thirty (30) days of any request from the Department.

16. Respondents agree to comply with all applicable provisions of the Act and the Department's regulations set forth at 24 CFR Part 100 *et seq.* Respondents specifically agree that they 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 includes 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.

17. It is understood that Respondent Bank of America provides fair lending training courses to its newly hired employees in lending-related roles and provides annual training to its current employees in lending-related roles in manners consistent with applicable law, including the Act and the Equal Credit Opportunity Act. Respondent Bank of America agrees to continue providing fair lending training to newly hired employees in lending-related roles and annual training to its current employees in lending-related roles, including training on its policies and procedures under which applicants on temporary leave, including parental leave, may qualify for home loan products without first returning to active work status, assuming they meet all qualifying requirements.

To show compliance with paragraph H17, Respondent Bank of America agrees to provide to the Department copies of such training within thirty (30) days of any request from the Department.

18. Respondents acknowledge that the Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act, and further agree to refrain from engaging in such activities.

**I. Monitoring**

19. The Department shall determine compliance with the terms of this Agreement. As part of such review, the Department may examine witnesses and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

**J. Reporting and Record Keeping**

20. All required certifications and documentation of compliance with the terms of this Agreement shall be submitted via e-mail to Stephanie Rabiner at [stephanie.k.rabiner@hud.gov](mailto:stephanie.k.rabiner@hud.gov).

**K. Consequences of Breach**

21. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall 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.

Conciliation Agreement

██████████ and ██████████ v. *Bank of America, N.A.*

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**COMPLAINANTS' SIGNATURES**

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

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██████████ Date  
(Complainant)

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██████████ Date  
(Complainant)

Conciliation Agreement

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HUD Case No. 09-22-7402-8

**RESPONDENTS' SIGNATURES**

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

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Bob Kelly, Senior Vice President  
On behalf of Bank of America, N.A.  
(Respondent)

Date

---

Hung Tran  
(Respondent)

Date

Conciliation Agreement

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**APPROVAL**

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

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Kenneth J. Carroll  
Regional Director  
Office of Fair Housing and Equal Opportunity (FHEO)

Date