



UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

NAME REDACTED

(Complainant)

and

Wells Fargo Bank N.A.

(Respondent)

Approved by the Fair Housing and Equal Opportunity (FHEO) Regional Director
on behalf of the United States Department of Housing and Urban Development

FHEO CASE NAME: **NAME REDACTED** v. Wells Fargo
FHEO CASE NUMBER: 10-20-4074-8
DATE FILED: April 1, 2020

A. PARTIES AND SUBJECT PROPERTY

1. Complainant in FHEO Case Number 10-20-4074-8 (the “Complainant”) is **NAME REDACTED**. The original Respondents to the Complaint were Wells Fargo Bank N.A. (“Wells Fargo”) and Wells Fargo’s Home Mortgage Consultant Violeta Gaddi. Respondent Gaddi was named a Respondent based on her capacity as a Wells Fargo employee. As part of this Conciliation Agreement, the parties hereby agree to remove Respondent Gaddi as a party to this complaint and Respondent Wells Fargo hereby appears as the sole Respondent in this case. Respondent is represented by attorney James Brown of Wells Fargo.

B. STATEMENT OF FACTS

2. The Complaint was filed on April 1, 2020 with the United States Department of Housing and Urban Development (the “Department”) alleging Complainant was injured by discriminatory acts of Respondents based on disability. Specifically, Complainant alleged Respondents violated Sections 804(c), 804(f)(2), and 818 of the federal Fair Housing Act (the “Act”) by denying Complainant a home loan in 2019.
3. Respondent denies having discriminated against Complainant. Respondent agrees to settle the claims in the underlying action by entering into this Conciliation Agreement (the “Agreement”). It is understood that this Agreement does not constitute an admission by the Respondent of any violation of the Fair Housing Act or any other law.

C. TERM OF AGREEMENT

4. This Agreement shall govern the conduct of the parties to it for a period of two years from the effective date of the Agreement.

D. EFFECTIVE DATE

5. 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 U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.
6. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity, Region X, of the Department.

E. GENERAL PROVISIONS

7. 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 terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
8. Respondent acknowledges that it has 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.
9. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the Respondent, its employees, heirs, board members, successors and assigns and all others in active concert.
10. 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, the Agreement is a public document.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
12. 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 FHEO Regional Director.
13. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
14. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent, their shareholders, parent, subsidiaries, divisions, affiliated business entities, predecessors in interest, successors in interest, and any of their respective agents, employees, officers, directors, partners, promoters, successors, parties, representatives, trustees, attorneys or assigns and any other representative acting on its behalf, past, present or future, individually or in their corporate or personal capacity, 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 the above captioned FHEO Case Number or which could have been filed in any action or suit arising from said subject matter.

15. Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainant, their shareholders, parent, subsidiaries, divisions, affiliated business entities, predecessors in interest, successors in interest, and any of their respective agents, employees, officers, directors, partners, promoters, successors, parties, representatives, trustees, attorneys or assigns and any other representative acting on its behalf, past, present or future, individually or in their corporate or personal capacity, 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 the above captioned FHEO Case Number or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

16. Conditioned on the receipt of an accurate and complete IRS W-9 form from Complainant, Respondent Wells Fargo shall pay to Complainant the total sum of one hundred twenty five thousand dollars (\$125,000) within twenty (20) days of the effective date of this Agreement. Payment shall be made by certified or cashier's check payable to Kell, Alterman & Runstein, L.L.P. Client Trust Account, and delivered with a certified mailing receipt to:

Kell, Alterman & Runstein, L.L.P.
520 SW Yamhill Street, Suite 600
Attention: Scott J. Aldworth
Portland, OR 97204

17. Wells Fargo, makes no representations or warranties with respect to the tax consequences of the payment of any amounts to the Complainant under the terms of this Agreement. The Complainant agrees and understands that she is ultimately responsible for payment, of any local, state, and federal taxes on the amounts paid by Wells Fargo hereunder and any penalties or assessments thereon.

G. RELIEF IN THE PUBLIC INTEREST

18. Within one hundred eighty (180) days of the effective date of this Agreement, Respondent Wells Fargo shall certify that Wells Fargo Home Mortgage's (a division of Wells Fargo Bank N.A.) credit policies comply with the Fair Housing Act.

19. Within two hundred ten (210) days of the effective date of this Agreement, Respondent Wells Fargo shall require all persons actively employed by Wells Fargo Home Mortgage (a division of Wells Fargo Bank N.A.) including, but not limited to, Home Mortgage Consultants, managers, underwriters, and processors to complete substantive fair lending training that includes an explicit description of the Fair Housing Act's protected classes.

H. MONITORING

20. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. Respondent agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

21. Within twenty (20) days of providing payment pursuant to Paragraph 16, Respondent Wells Fargo shall certify in writing to the Department its compliance by providing a copy of the check as well as a copy of the mailing receipt.
22. Within two hundred (200) days of the effective date of this Agreement, Wells Fargo shall certify to the Department in writing its compliance with Paragraph 18.
23. Within two hundred thirty (230) days of the effective date of this Agreement, Wells Fargo shall certify to the Department in writing its compliance with Paragraph 19.

All required certifications and documentation of compliance must be submitted to:

Region X Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Attn: Conciliation Monitoring / Karl Hansen
909 First Avenue, Suite 200
Seattle, WA 98104
karl.e.hansen@hud.gov

J. CONSEQUENCES OF BREACH

24. Whenever the Department has reasonable cause to believe that Respondent has 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.

COMPLAINANT SIGNATURE

NAME REDACTED
Complainant

Date

RESPONDENT SIGNATURE


Wells Fargo Bank N.A. _____ Date 02/25/2021 _____

By: James F. Brown

Title: Senior Counsel
Respondent

APPROVAL

Barbara L Lehman

02/26/2021

Barbara L. Lehman, Regional Director
FHEO, Region X-Seattle

Date