

UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between


(COMPLAINANT)

And

U.S. BANK NATIONAL ASSOCIATION
(RESPONDENT)

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

FHEO CASE NUMBER: 05-12-0713-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

[REDACTED]

Respondent

U.S. Bank National Association
1550 American Blvd. East
Bloomington, MN 55425

Subject Property

3090 Lexington Avenue North
Unit A1
Roseville, Minnesota 55113

B. STATEMENT OF FACTS

A complaint was filed on April 23, 2012 with the United States Department of Housing and Urban Development (the "Department") alleging that Complainant [REDACTED] ("Complainant") was injured by a discriminatory act of Respondent U.S. Bank National Association ("Respondent"). Complainant alleges that Respondent violated §805 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the "Act"), on the basis of Complainant's disability by requiring that he provide proof of the continuation of disability income for three years.

Respondent denies discriminating against Complainant, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. EFFECTIVE DATE

1. 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 FHEO Regional Director, or his or her designee.

2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Chicago Regional Office of the Department.

D. GENERAL PROVISIONS

3. 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.
4. 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.
5. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Respondent, its employees, heirs, successors and assigns and all others in active concert with Respondent.
6. 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.
7. This Agreement does not in any way limit or restricts 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.
8. 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.
9. 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.
10. Complainant hereby forever waives, releases, and covenants not to sue or initiate or maintain a complaint against the Department or Respondent, its successors, executors, 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 05-12-0713-8, or which could have been filed in any action or suit arising from said subject matter.

11. Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainant and his successors, executors, 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 05-12-0713-8 or which could have been filed in any action or suit arising from said subject matter.

E. RELIEF IN THE PUBLIC INTEREST

12. Effective simultaneously with this Agreement, Respondent agrees and certifies that:
 - (a) With regard to the process of FHA mortgage loan applications and documentation requirements for income received from SSA, Respondent shall adhere to the current guidance as published by FHA.
 - (b) With regard to the processing of conventional mortgage loan applications, Respondent shall adhere to current Fannie Mae and Freddie Mac underwriting guidelines relating to the verification of disability income and Social Security income.
 - (c) With regard to the processing of conventional and FHA mortgage loan applications, Respondent shall not ask or require an applicant relying on disability income to provide a letter from a doctor that addresses duration, nature or severity of a disability.

F. RELIEF FOR COMPLAINANT

13. Within ten (10) days of the effective date of this Agreement, Respondent shall provide a monetary settlement to Complainant in the amount of twelve thousand dollars (\$12,000), in the form of a certified check made payable to [REDACTED]. The check shall be sent by overnight or two-day express delivery to [REDACTED] at the following address: [REDACTED].

Within twenty (20) days of the effective date of this Agreement, Respondent shall send by electronic mail a copy of the check and verification of check delivery to the Department at the following email address:
john.mcade@hud.gov.

G. CONSEQUENCES OF BREACH

14. If ever 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.

H. SIGNATURES



12-9-2012

Date

Gerald J. Hunter E.V.P.

Gerald Hunter,
On Behalf of U.S. Bank National Association

12-5-2012

Date

I. APPROVAL

John [unclear] McGrath
[FHEO REGIONAL DIRECTOR]

12/10/12

Date

AMENDED COMPLAINT

F.I.E.O.
AUG 8 '12 4:10:05

HOUSING DISCRIMINATION COMPLAINT

F.I.E.O.

CASE NUMBER: 05-12-0713-8

AUG 14 '12 4:3:20

1. Complainants

[REDACTED]

2. Other Aggrieved Persons

[REDACTED] Spouses

3. The following is alleged to have occurred or is about to occur:
Discriminatory financing (includes real estate transactions).

4. The alleged violation occurred because of:
Handicap.

5. Address and location of the property in question (or if no property is involved, the city and state where the discrimination occurred):

[REDACTED]

6. Respondent(s)

Dan Arrigoni, President
US Bank N. A., Home Mortgage
1550 American Blvd. East
Bloomington, MN 55425

7. The following is a brief and concise statement of the facts regarding the alleged violation:

Complainant is a disabled renter of a condo unit located [REDACTED] in Roseville, Minnesota. On February 2, 2012 he submitted a mortgage application to US Bank, NA at the Little Canada, Minnesota location. He was seeking an FHA mortgage to purchase the condo which he is currently renting. On February 24, 2012 he received notification from the bank requesting documentation to include: "Proof pension, social security and disability will continue

AUG 9 '12 10:06
F.A.E.D.

for three years". The requested information was due to the office by March 16, 2012 and if he failed to respond his application would receive no further consideration. The complainant states that when he submitted his initial information he provided proof of his pension, social security income and long term disability payments he receives from the Securian Corporation.

The complainant believes that the request for additional proof of long term SSI payments violates his rights and is discriminatory. He believes that he has been discriminated against because he is disable.

8. The most recent date on which the alleged discrimination occurred:

February 24, 2012, and is continuing.

9. Types of Federal Funds identified:

None.

10. The acts alleged in this complaint, if proven, may constitute a violation of the following:

Section 805 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

Please sign and date this form:

I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.



8-9-12

(Date)

N O T E : HUD WILL FURNISH A COPY OF THIS COMPLAINT TO THE PERSON OR ORGANIZATION AGAINST WHOM IT IS FILED.