

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**Case No. \_\_\_\_-Civ**

UNITED STATES OF AMERICA,

Plaintiff,

v.

THE MORTGAGE FIRM, INC.,

Defendant.

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**CONSENT ORDER**

**I. INTRODUCTION**

1. The United States of America (the “United States” or “Plaintiff”) commenced this civil action to obtain injunctive and monetary relief and civil penalties from The Mortgage Firm, Inc. (“The Mortgage Firm” or “Defendant”). Plaintiff’s Complaint alleges violations of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601-3619, the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. §§ 1691-1691f, and ECOA’s implementing regulation (Regulation B), 12 C.F.R. pt. 1002, in connection with Defendant’s mortgage lending in the Miami-Fort Lauderdale-Pompano Beach, Florida Metropolitan Statistical Area (the “Miami MSA”). Specifically, Plaintiff alleges that The Mortgage Firm engaged in a pattern or practice of unlawful discrimination against applicants and prospective applicants on the basis of race and color, including by redlining Majority-Black and Hispanic Neighborhoods and High-Black and Hispanic Neighborhoods in the Miami MSA and engaging in acts and practices directed at applicants and prospective

applicants that would discourage, on a prohibited basis, a reasonable person from making or pursuing an application for credit.

2. The Parties jointly submit this Consent Order for approval and entry by the Court. The United States and The Mortgage Firm agree to entry of this Consent Order (Order), without adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the conduct alleged in the filed Complaint.

## II. BACKGROUND

3. This Court has jurisdiction over the parties and the subject matter of this action.

4. Defendant neither admits nor denies the allegations in the Complaint, except as specified in this Order. For purposes of this Order, Defendant admits the facts necessary to establish the Court's jurisdiction over it and the subject matter of this action.

5. Defendant waives all rights to seek judicial review or otherwise challenge or contest the validity of this Order and any claim it may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each party agrees to bear its own costs and expenses, including, without limitation, attorneys' fees.

6. Entry of this Order is in the public interest.

## III. DEFINITIONS

7. The following definitions apply to this Order:

- a. "**Miami MSA**" means the Miami-Fort Lauderdale-Pompano Beach, Florida Metropolitan Statistical Area, which encompasses Palm Beach, Broward, and Miami-Dade Counties.
- b. "**Covered Employees and Officials**" means all Defendant officers, managers, and employees with substantive involvement in Defendant's mortgage lending

activities in any of the following areas: mortgage lending; marketing; loan officer hiring, training, retention, and compensation; or compliance with the FHA and ECOA, all employees who have management responsibility over such employees, and senior management with fair lending and marketing oversight;

- c. **“Defendant”** means The Mortgage Firm, Incorporated, including any other names by which it might be known or by which it may do business, and its successors and assigns.
- d. **“Effective Date”** means the date on which the Order is entered by the Court.
- e. **“Majority-Black and Hispanic Neighborhood”** and **“Majority-Black and Hispanic Census Tract”** mean a census tract for which the United States Census Bureau has identified more than 50 percent of the residents as either “Black or African American” or “Hispanic or Latino.”
- f. **“High-Black and Hispanic Neighborhood”** and **“High-Black and Hispanic Census Tract”** means a census tract for which the United States Census Bureau has identified more than 80 percent of the residents as either “Black or African American” or “Hispanic or Latino.” A High-Black and Hispanic Neighborhood is also necessarily a Majority-Black and Hispanic Neighborhood.
- g. **“Plaintiff”** means the United States of America.
- h. **“Qualified Applicant”** means an applicant who applies for a mortgage loan for a residential property located in a Majority-Black and Hispanic Neighborhood in the Miami MSA that will serve as the applicant’s primary

residence. A Qualified Applicant must in all cases be qualified for a mortgage under the underwriting standards that Defendant applies to the mortgage loans it originates.

- i. **“Related Consumer Action”** means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Defendant based on substantially the same facts as described in the Complaint.

#### **IV. TERMS OF THE ORDER**

##### **A. Nondiscrimination Provision**

8. Defendant and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who have actual notice of this Order, whether acting directly or indirectly, are enjoined from discouraging loan applications, including by denying equal access to home loans and other credit services, and avoiding providing home loans and other credit services to neighborhoods, based on the race, color, or national origin of the residents of those neighborhoods in the Miami MSA. Nothing in this Order shall be read as an exception to this Paragraph.

##### **B. Community Credit Needs Assessment and Remedial Plan**

9. Defendant must submit to Plaintiff for non-objection a Community Credit Needs Assessment for Majority- and High-Black and Hispanic Neighborhoods in the Miami MSA. A Community Credit Needs Assessment is a research-based market study to help a lender identify the needs for financial services in an area.

10. Defendant will consider the Community Credit Needs Assessment when carrying out all provisions of this Order, including Subsections V through XI.

11. The Community Credit Needs Assessment must include the following information:

- a. an analysis of recently available demographic and socioeconomic data describing Majority- and High-Black and Hispanic Neighborhoods;
- b. an evaluation (to include market research and interviews) of the residential mortgage credit needs of, and corresponding lending opportunities in, Majority- and High-Black and Hispanic Neighborhoods;
- c. potential strategies for The Mortgage Firm to provide residential mortgage lending products and services in Majority- and High-Black and Hispanic Neighborhoods;
- d. an assessment of the need for advertising, marketing, and other mortgage origination materials to be in languages other than English;
- e. an assessment of potential appropriate locations and hours of operation for new offices in these census tracts;
- f. a review of loan products offered by other lenders in the Miami MSA and their success in the Miami MSA lending market;
- g. an overview of federal, state, and local programs that are available to Miami MSA residents seeking and obtaining residential mortgage loans; and
- h. recommendations that address how each requirement of the Consent Order set forth in Sections V through XI should be carried out to best achieve the remedial goals of this Order.

12. The Community Credit Needs Assessment will be conducted by an independent, qualified third-party consultant(s) selected by Defendant and subject to non-objection by Plaintiff. Within 30 days of the Effective Date, Defendant must submit to Plaintiff for non-objection the name(s) and qualifications of the third-party consultant(s) and a statement of work for the consultant(s) describing their proposed methodology for conducting the Community Credit Needs Assessment. If Plaintiff objects to the selected third-party consultant(s) and/or the statement of work, within 15 days of Plaintiff's objection, Defendant must propose a new third-party consultant(s) and submit their qualifications to Plaintiff for non-objection and/or revise and resubmit the statement of work.

13. Within 60 days of Plaintiff's written notice of non-objection regarding the third-party consultant and statement of work, Defendant must submit the Community Credit Needs Assessment described in Paragraphs 9-12 to Plaintiff for non-objection. If Plaintiff objects to any portion of the Community Credit Needs Assessment, Defendant must take appropriate corrective action and resubmit the Community Credit Needs Assessment within 15 days of receiving the objection. Within 10 days of Plaintiff's written notice of non-objection to the Community Credit Needs Assessment, Defendant must distribute a copy of the Community Credit Needs Assessment to all Covered Employees and Officials.

14. Within 60 days of Plaintiff's written notice of non-objection to the Community Credit Needs Assessment, Defendant must submit a remedial plan that details, in light of the recommendations made in the Community Credit Needs Assessment, the actions Defendant proposes to take to comply with each requirement of this Order (e.g., loan subsidy, community partnerships, and advertising) (the "Remedial Plan"). The Remedial Plan must include specific timeframes for implementation of these actions and a mechanism for keeping the senior

executive team apprised of their status. The proposals within the plan will be subject to non-objection by Plaintiff.

15. Annually for the term of this Consent Order, Defendant will evaluate the strategies outlined in its Remedial Plan, including by considering the Community Credit Needs Assessment, to identify any changes necessary to better assist residents of Majority- and High-Black and Hispanic census tracts in the Miami MSA in obtaining residential mortgage credit. Defendant will submit a summary of its evaluation and any proposed changes to Plaintiff as part of its annual reporting requirement under Section XIII.B. Any proposed changes are subject to non-objection by Plaintiff.

16. If Plaintiff objects to any portion of the Remedial Plan, Defendant must make revisions and resubmit the Remedial Plan within 15 days of receiving the objection. Defendant must begin implementing the Remedial Plan within 30 days of Plaintiff's written notice of non-objection to it. Any material changes to the Remedial Plan are subject to Plaintiff's prior non-objection.

#### **V. Fair Lending Compliance**

17. Defendant must retain an independent, qualified third-party consultant, subject to Plaintiff's non-objection, to conduct a detailed assessment of its fair lending program in the Miami MSA, specifically as it relates to fair lending obligations and lending in Majority- and High-Black and Hispanic Neighborhoods.

18. The third-party consultant must produce a written report (Fair Lending Report) that includes a review of Defendant's existing fair lending policies and practices, including an analysis of, and recommendations relating to, Defendant's policies and practices related to the location of offices; loan officers' solicitation of applications, training, oversight, and

compensation; marketing, including with respect to digital advertising and geographic targeting of advertising; and fair lending compliance monitoring. The Fair Lending Report must specifically include the status of progress since 2022 relating to, at least:

- a. the steps Defendant has taken to revise its mortgage lending policies and practices to address redlining risks, including, at a minimum, risk that may arise from office locations or assignment of loan officers to office locations, loan officer outreach and referral relationships, types of loan products, and marketing in the Miami MSA;
- b. the adoption of, or changes to, written policies and procedures regarding Defendant's marketing, as well as the training and monitoring of its loan officers in marketing mortgage loan products, soliciting mortgage loans, and originating mortgage loans in the Miami MSA;
- c. the adoption of, or changes to, processes for ongoing statistical monitoring of mortgage redlining risk in the Miami MSA, including statistical peer analysis of the percentage of applications and originations from Majority- and High-Black and Hispanic Neighborhoods in the Miami MSA;
- d. the adoption of, or changes to, the processes for reporting redlining risk or associated remedial efforts to the senior executive team; and
- e. any additional steps Defendant will take to promptly revise its mortgage lending policies and practices to ensure compliance with the FHA, ECOA, and Regulation B.

19. Within 30 days of the Effective Date, Defendant must submit the name and qualifications of the proposed third-party consultant to Plaintiff for non-objection. If Plaintiff



objects to the selected third-party consultant, within 15 days of Plaintiff's objection, Defendant must identify and propose a new third-party consultant and submit their qualifications to Plaintiff for non-objection.

20. Defendant must submit the Fair Lending Report as part of the Remedial Plan required by Section IV.B. The Remedial Plan must address each aspect of the Fair Lending Report, including explaining which of the recommendations from the Fair Lending Report Defendant will adopt, when and how it will adopt and implement them, and identify the employee(s) responsible for implementation. If Defendant declines to adopt or implement a recommendation, the Remedial Plan must include an explanation of the decision.

## **VI. Fair Lending Training**

21. Defendant must provide annual, interactive, and live fair lending training to all Covered Employees and Officials. The training must include topics on conduct that constitutes redlining and how to detect, prevent, and remedy redlining, as well as training on Defendant's obligations under ECOA, Regulation B, the FHA, and this Order. The training must require participants to acknowledge participation and demonstrate proficiency. Defendant must bear all costs associated with the training.

22. The fair lending training(s) will be conducted by an independent, qualified third-party trainer selected by Defendant and subject to non-objection by Plaintiff. Within 30 days of the Effective Date, Defendant will submit the qualifications of the third-party trainer to Plaintiff for non-objection.

23. Within 30 days of receiving non-objection from Plaintiff regarding the selected trainer, Defendant will submit the proposed fair lending training curricula, including materials, and anticipated run time, to Plaintiff for non-objection. If Plaintiff objects to any portion of the

training curriculum, Defendant must make revisions and resubmit the training curriculum within 15 days of receiving the objection.

24. Within 60 days of the Effective Date, Defendant must submit the proposed training curriculum to Plaintiff for non-objection.

25. Within 60 days of Plaintiff's written notice of non-objection regarding the proposed training curriculum, Defendant will deliver the fair lending training(s) described in this Section with training to all Covered Employees and Officials. Defendant will implement a system for each individual to acknowledge that they completed fair lending training(s). Within 90 days of Plaintiff's non-objection to the training curricula, Defendant will provide a report to Plaintiff that includes the training acknowledgements required in this Paragraph, a list of Covered Employees and Officials who were required to complete the training(s) and their titles, and the date(s) on which Covered Employees and Officials completed the training(s). For each subsequent annual training(s), Defendant will submit the training acknowledgements, dates, and staff lists to Plaintiff as part of its annual Compliance Report under Paragraph 60.

26. Defendant will notify Plaintiff, in writing, of any revisions to the curricula or changes to the trainer. All such changes are subject to non-objection of Plaintiff.

27. Any person who becomes a Covered Employee or Official must, within 30 days of beginning such position, receive a video of the training described in Paragraph 21. The training must require participants to acknowledge participation. Defendant must provide a report that includes these acknowledgments as part of its annual reporting requirement under Section XIII. B.

## **VII. Director of Community Lending**

28. Within 90 days of the Effective Date, Defendant must designate a full-time employee as a Director of Community Lending with responsibility for overseeing the development of Defendant's lending in Majority- and High-Black and Hispanic Neighborhoods and Defendant's compliance with Sections IV through XI of this Order. Defendant must maintain this position throughout the term of this Order. If the Director of Community Lending leaves the position or a new Director of Community Lending is appointed at any time during the term of this Order, Defendant must notify Plaintiff in writing within 10 days of such change.

29. The Director of Community Lending must be a senior executive who reports directly to Defendant's President, attends senior executive meetings, and devotes at least half of their time to the responsibilities outlined in this Section.

30. The Director of Community Lending must provide reports on at least a quarterly basis directly to Defendant's senior executive team regarding Defendant's activities related to the following:

- a. implementing and administering all aspects of Defendant's compliance with Sections IV through XI of this Order, including each action required by the Remedial Plan;
- b. monitoring loan officers' solicitation and origination of loans in Majority- and High-Black and Hispanic Neighborhoods, including the loan subsidy fund described in Section IX;
- c. coordinating Defendant's involvement in community lending initiatives and outreach programs in the Miami MSA, including through the outreach described in Section X;

- d. encouraging and developing more lending within Majority- and High-Black and Hispanic Neighborhoods;
- e. success of Defendant's physical locations in serving Majority-Black and Hispanic Neighborhoods, consistent with Section VIII of this Order;
- f. promoting financial education in the Miami MSA, consistent with Section XI of this Order;
- g. providing financial counseling to residents of Majority- and High-Black and Hispanic census tracts in the Miami MSA; and
- h. building relationships with community groups in the Miami MSA, consistent with Section XI of this Order.

**VIII. Locations and Personnel to Serve Majority- and High-Black and Hispanic Neighborhoods**

31. Throughout the duration of this Consent Order, Defendant must maintain an office located in a Majority-Black and Hispanic Neighborhood in Miami-Dade County. The office must be in a retail-oriented space in a visible location and have signage that is visible to the general public. The office must provide, at a minimum, the full range of services and hours of operation offered at Defendant's other retail location(s) in the Miami MSA. Defendant must assign at least one mortgage loan officer to work out of this office and that mortgage loan officer must receive compensation that is no less favorable than the compensation provided to Defendant's other loan officers in the Miami MSA.

32. Throughout the duration of the Consent Order, Defendant will require all of its mortgage loan officers in the Miami MSA to participate in digital marketing campaigns designed to reach Majority- and High-Black and Hispanic neighborhoods in the Miami MSA. The

marketing campaigns will be designed to solicit mortgage loan applications primarily secured by residential properties in Majority- and High-Black and Hispanic Neighborhoods and will align with the goals and commitments of Section X of this Order.

33. Defendant must maintain the mortgage loan officer assignments described in Paragraphs 31-32 for the term of this Order.

#### **IX. Loan Subsidy Fund**

34. Defendant must invest at least \$1,750,000 in a loan subsidy fund with the goal of increasing credit for mortgage loans extended in Majority- and High-Black and Hispanic Neighborhoods (“Loan Subsidy Fund”). Through the Loan Subsidy Fund, Defendant must offer home purchase, refinance, and home improvement loans to Qualified Applicants. The Loan Subsidy Fund will be used solely to provide subsidies to consumers and will not be used for administrative costs of implementing the fund. No more than 25 percent of the Loan Subsidy Fund may be used for home refinance loans.

35. Loan subsidies under the Loan Subsidy Fund will be provided through any of the following means, or a combination thereof:

- a. originating a loan for a home purchase, home improvement, or refinancing, at an interest rate below the otherwise prevailing market interest rate offered by Defendant;
- b. down payment assistance in the form of a direct grant;
- c. closing cost assistance in the form of a direct grant;
- d. payment of the initial mortgage insurance premium on loans subject to such mortgage insurance; and

- e. any other assistance measures approved by Plaintiff in writing.

The combined forms of loan subsidies set forth in this Paragraph cannot exceed \$15,000 per Qualified Applicant.

36. The investment in the Loan Subsidy Fund that is set forth in Paragraph 34 must consist only of the cost of providing the loan subsidies to consumers described in Paragraph 35 and not the cost of implementing the Loan Subsidy Fund, which will be separately borne by Defendant.

37. Defendant will annually evaluate the effectiveness of its Loan Subsidy Fund and its progress in deploying funds to qualified applicants to identify any needed changes to the program to better reach residents of Majority-Black and Hispanic census tracts in the Miami MSA. Defendant will present a summary of its evaluation and any proposed changes to the program to Plaintiff as part of its annual reporting requirement under Section XIII.B. Any proposed changes will be subject to non-objection by Plaintiff.

38. No provision of this Order, including this Section, requires that Defendant make a loan to a person who is not qualified for the loan based upon lawful, nondiscriminatory terms; however, Defendant may choose to apply more flexible underwriting standards in connection with the Loan Subsidy Program, so long as those standards comport with safe and sound lending practices. Defendant's underwriting standards applied to residents of Majority- and High-Black and Hispanic Neighborhoods must be no less favorable than the underwriting standards applied to residents in other census tracts in the Miami MSA. Loans that Defendant originates under the Loan Subsidy Program will not exceed the conforming loan limit established by the Federal Housing Finance Agency. Nothing in this order relieves Defendant of its responsibilities to comply with Federal consumer financial law, 12 U.S.C. § 5481(14).

**X. Advertising and Outreach**

39. Defendant must advertise and engage in outreach to increase lending in Majority- and High-Black and Hispanic Neighborhoods in the Miami MSA, at least to the same extent that it advertises its mortgage lending services and products to majority-white census tracts in the Miami MSA, i.e., census tracts in which the United States Census Bureau has identified more than 50% of residents as white.

40. Defendant's advertising and outreach under this Section must be informed by the findings and recommendations of the Community Credit Needs Assessment required in Section IV, must advertise Defendant's residential loan products and the Loan Subsidy Program to Majority- and High-Black and Hispanic Neighborhoods, and must seek to generate applications for mortgage loans from Qualified Applicants.

41. Defendant must include on all of its written advertising or promotional materials referencing residential mortgage loans, including digital and online advertising, an Equal Housing Opportunity logo, slogan or statement. All audio advertising will include an audible statement that The Mortgage Firm is an "Equal Opportunity Lender" or an "Equal Housing Lender."

42. Defendant must conduct or sponsor no less than four outreach programs in the Miami MSA per year during the term of this Order. These programs will be designed for real estate professionals and entities engaged in the residential real estate-related business in Majority- and High-Black and Hispanic Neighborhoods. Through these programs, Defendant must inform attendees of its products and services, including the Loan Subsidy Program described in this Order, and otherwise develop business relationships with them. Defendant must

offer these programs at locations reasonably convenient to the business operations of the attendees and to Majority- and High-Black and Hispanic Neighborhoods.

43. Defendant will translate the entirety of its website, [www.themortgagefirm.com](http://www.themortgagefirm.com), into Spanish. The website translation must be completed by an independent, qualified, third-party translator selected by Defendant. Within 30 days of the Effective Date, Defendant will submit the proposed third-party translator and their qualifications to Plaintiff. Defendant will complete the website translation and have it available to the public within 180 days of the Effective Date. Upon completion of the translation, Defendant will notify Plaintiff in writing.

44. As part of the Remedial Plan described in Paragraph 14, Defendant will submit an Advertising and Outreach Plan to Plaintiff detailing, in response to the Community Credit Needs Assessment, Defendant's planned advertising and outreach targeted to residents of Majority- and High-Black and Hispanic Neighborhoods in the Miami MSA. The Advertising and Outreach Plan will outline Defendant's planned programs and implementation plans, include an explanation of why Defendant selected certain strategies, and how Defendant's advertising and community outreach will increase Defendant's residential mortgage lending within the Majority- and High-Black and Hispanic census tracts in the Miami MSA.

45. The Advertising and Outreach Plan will be subject to non-objection of Plaintiff. If Plaintiff objects to any portion of the Advertising and Outreach Plan, Defendant will make revisions and resubmit its proposal within 30 days of receiving the objection. Defendant will begin implementation of its Advertising and Outreach Plan within 30 days of receiving non-objection from Plaintiff.

46. Defendant will evaluate the strategies outlined in its Advertising and Outreach Plan annually, including by considering the Community Credit Needs Assessment, to identify



any changes necessary to better assist residents of Majority-Black and Hispanic census tracts in its Miami MSA in obtaining credit. Defendant will present a summary of its evaluation and any proposed changes to Plaintiff as part of its annual reporting requirement under Section XIII.B. Any proposed changes will be subject to non-objection of Plaintiff. In the annual report required by Section XIII.B, Defendant will also include all advertising, outreach, promotional, and educational materials distributed each year pursuant to this Subsection.

47. Any expenses for advertising and outreach under this Section will not be credited towards the Loan Subsidy Fund.

#### **XI. Consumer Financial Education & Community Partnerships**

48. Defendant must provide consumer financial education programs that consider the results of the Community Credit Needs Assessment required by Section IV and is designed to provide information, training, and counseling services about consumer finance to individuals in Majority- and High-Black and Hispanic Neighborhoods to help identify and support Qualified Applicants.

49. Through the consumer financial education program described in Paragraph 48, Defendant must sponsor at least six financial education events per year during the term of this Order, to be offered by community or governmental organizations with which Defendant partners. These consumer financial education events must be marketed toward residents of Majority- and High-Black and Hispanic Neighborhoods and held in locations intended to be convenient to those residents.

50. Defendant must partner with one or more community-based or governmental organizations that provide:

- a. home repair or other grants designed to assist homeowners who experience financial distress or deferred maintenance on their properties; or
- b. consumer financial education, homeownership, or foreclosure prevention services.

51. Defendant must develop the partnerships described in Paragraph 50 in a manner consistent with the recommendations of the Community Credit Needs Assessment required by Section IV. The goal of these partnerships will be to aid Defendant in increasing access to credit in Majority- and High-Black and Hispanic Neighborhoods in the Miami MSA.

52. During the term of this Order, Defendant must evaluate its partnerships annually to identify any required changes to the program to better meet the residential credit needs of Majority- and High-Black and Hispanic Neighborhoods, and the evaluation must be presented to Plaintiff for non-objection. Defendant must present a summary of its evaluation and any proposed changes to Plaintiff as a part of its annual Compliance Report under Section XIII.B. Any proposed changes will be subject to Plaintiff's non-objection.

53. As part of the Remedial Plan described in Paragraph 14, Defendant will submit a proposal to Plaintiff describing how it will implement the Community Partnerships and Consumer Initiatives requirements, responsive to the Community Credit Needs Assessment. The proposal will include an explanation of its proposed partner(s), describe Defendant's plans to implement the partnership(s), describe its proposed financial education initiatives or consumer credit or counseling initiatives, and describe how the proposed partnership(s), programs, and initiatives will be used to increase Defendant's residential mortgage lending within the Majority- and High-Black and Hispanic census tracts in the Miami MSA and meet the credit needs of those communities.

54. Any expenses for consumer financial education and community partnerships under this Section will not be credited towards the Loan Subsidy Fund.

## **XII. Additional Monetary Provisions**

55. In the event of any default on Defendant's obligations to make payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the Effective Date to the date of payment, and will immediately become due and payable.

56. Defendant relinquishes all dominion, control, and title to the funds paid under this Order to the fullest extent permitted by law and no part of the funds may be returned to Defendant.

57. Defendant acknowledges that its Taxpayer Identification Number (Employment Identification Number) may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

58. Within 30 days of the entry of a final judgment, order, or settlement in a Related Consumer Action, Defendant must notify Plaintiff of the final judgment, order, or settlement in writing. That notification must indicate the amount of redress, if any, that Defendant paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

### **XIII. Evaluating and Monitoring Compliance**

#### **A. Record Retention**

59. Defendant will retain all records related to its obligations under this Order and all activities to carry out this Order. Plaintiff has the right to review and copy these records upon request.

#### **B. Annual Reports**

60. Beginning twelve months after the Effective Date, Defendant will submit annual reports to Plaintiff on its progress in complying with the terms of this Order and associated plans and programs. The final report will be delivered to Plaintiff at least 60 days prior to the expiration of this Order.

61. The annual reports will provide a complete account of Defendant's actions to comply with this Order, and all associated plans and programs, and Defendant's assessment of the extent to which each obligation was met, and plans were implemented. If Defendant falls short of its goals under this Order, Defendant will provide an explanation of why it fell short for any particular component and will make recommendations to achieve the goals set forth in this Order.

62. The annual reports will also include an accounting of all subsidies made and mortgage loans originated to date under the loan subsidy program described in Section IX, including the following information: the HMDA LAR universal loan identifier for the subsidized loan; closing date; borrower's home address; census tract location of borrower's address; address of the property securing the loan; census tract location of the property securing the loan; ethnicity and/or race of the borrower(s); loan type; loan purpose; loan amount; loan subsidy amount; and loan subsidy type (i.e., down payment assistance, closing cost assistance, etc.). The

annual reports will also indicate which of the loans benefitting from the loan subsidy fund were made to first-time homeowners.

63. Defendant will attach to each annual report copies of the Director of Community Lending's quarterly reports to the senior executive team, training materials, and advertising and marketing materials distributed under this Order, as well as promotional materials for the seminars conducted under this Order.

### **C. Submissions**

64. All material required by this Order will be sent to Plaintiff by email to Ameya Ananth, Ameya.Ananth@usdoj.gov, Elise Shore, Elise.Shore@usdoj.gov, and Chantel Doakes Shelton, Chantel.DoakesShelton@usdoj.gov, or by secure file upload. Plaintiff will notify Defendant in writing if the assigned attorneys change.

65. Plaintiff will submit all non-objections in writing via email to Daniella Casseres, dcasseres@mitchellsandler.com, and Matt Jones, mjones@mitchellsandler.com. Defendant will notify Plaintiff in writing if the assigned attorneys change.

## **XIV. Administration**

66. The requirements of this Order will remain in effect for five years, except as provided in Paragraph 8 and the next Paragraph.

67. If, within five years of the Effective Date, Defendant has not invested all money in the loan subsidy fund described in Section IX, this Order will remain in full effect until three months after Defendant has invested all the money in the loan subsidy fund and has submitted a final report to Plaintiff that demonstrates the fulfillment of this obligation.

68. Defendant will notify Plaintiff of any development that may materially affect compliance obligations arising under this Order, including but not limited to, a dissolution,

assignment, sale, merger, or other action that would result in the emergence of a successor company to Defendant; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of any bankruptcy or insolvency proceeding by or against Defendant; or a change in Defendant's name or main office address.

Defendant will provide this notice as soon as practicable, but in any case, at least 30 days before the occurrence of such event or, if applicable, the full execution of a definitive written agreement with respect to such event.

69. If there are changes in material factual circumstances, Plaintiff will work cooperatively to discuss and consider Defendant's proposed modifications to this Order.

70. This Order is binding on Defendant, including all of its officers, agents, servants, and employees, and all other persons in active concern or participation with them who have actual notice of this Order. If Defendant seeks to transfer or assign all or part of its operations to a successor or assign that intends to carry on the same or similar business, Defendant will obtain the written agreement of the successor or assign to obligations under this Order as a condition of sale, merger, or other transfer.

71. The Parties to this Order will bear their own costs and attorneys' fees.

## **XV. Order Distribution and Acknowledgement**

72. Within 7 days of the Effective Date, Defendant must submit to Plaintiff an acknowledgment of receipt of this Order, sworn under penalty of perjury.

73. Within 30 days of the Effective Date, Defendant must deliver a copy of the Complaint and this Order to each of its executive officers and all Covered Employees and Officials. Defendant must provide an opportunity for all persons to whom the Complaint and this

Order is distributed to ask any questions concerning the Complaint and this Order, and Defendant must provide answers.

74. Defendant must deliver a copy of the Complaint and this Order, with the opportunity to ask questions as discussed in Paragraph 73, to any business entity resulting from any change in structure referred to in Section XIV, any future executive officers, as well as to any managers and employees, who will have responsibilities related to the subject matter of this Order, including Covered Employees and Officials, before they assume their responsibilities.

75. Defendant must secure a signed and dated statement acknowledging receipt of a copy of this Order within 30 days of delivery from all persons receiving a copy of this Order under this Section.

76. Ninety days from the Effective Date, Defendant must submit to Plaintiff a list of all persons and their titles to whom this Order was delivered under Section XV of this Order titled "Order Distribution and Acknowledgement" and a copy of all signed and dated statements acknowledging receipt of this Order under Paragraph 75.

#### **XVI. JURISDICTION**

77. The Court will retain jurisdiction of this matter for the purpose of enforcing this Order.

SO ORDERED, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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UNITED STATES DISTRICT JUDGE

The undersigned hereby apply for and consent to the entry of this Order:

Respectfully submitted this 7th day of January, 2025.

**FOR THE UNITED STATES OF AMERICA:**


MERRICK B. GARLAND  
Attorney General

MARKENZY LAPOINTE  
United States Attorney  
Southern District of Florida

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

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