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16 **UNITED STATES DISTRICT COURT**
 17 **SOUTHERN DISTRICT OF CALIFORNIA**
 18

19 UNITED STATES OF AMERICA,

20 Plaintiff,

21 v.

22 PLAZA HOME MORTGAGE, INC.,

23 Defendant.
 24

'13CV2327 H RBB

COMPLAINT

25 Plaintiff, United States of America, alleges:

26 **INTRODUCTION**

27 1. The United States brings this action against Plaza Home Mortgage, Inc.
 28 (“Plaza” or “the lender”) for discriminating against African-American and Hispanic

1 borrowers in its residential mortgage lending. The action to enforce the Fair Housing
2 Act, 42 U.S.C. §§ 3601-3619 (“FHA”), and the Equal Credit Opportunity Act,
3 15 U.S.C. §§ 1691-1691f (“ECOA”), is brought to redress the discrimination based on
4 race and national origin that Plaza engaged in from 2006 through at least 2010.

5 2. From 2006 through at least 2010, Plaza charged thousands of African-
6 American and Hispanic wholesale borrowers higher fees than non-Hispanic white
7 (“white”) borrowers. The higher fees were not based on their creditworthiness or
8 other objective criteria related to borrower risk, but because of race or national origin.
9 Plaza also permitted its mortgage brokers to charge fees in excess of the lender’s
10 stated fee caps, and these brokers charged African-American and Hispanic borrowers
11 excessive fees in violation of the lender’s stated policies more frequently than white
12 borrowers. It was Plaza’s business practice to allow its mortgage brokers who
13 generated loan applications for Plaza to vary their fees and thus alter the price set
14 based on a borrower’s objective credit-related factors. This subjective and unguided
15 pricing discretion resulted in African-American and Hispanic borrowers paying more
16 than white borrowers for home mortgage loans,¹ for reasons unrelated to borrower
17 risk, both on a nationwide basis and in numerous geographic markets across the
18 country. As a result of Plaza’s discriminatory practices, an African-American or
19 Hispanic borrower paid, on average, hundreds of dollars more for a Plaza loan.

20 3. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1345,
21 42 U.S.C. § 3614, and 15 U.S.C. § 1691e(h). Venue is appropriate pursuant to
22 28 U.S.C. § 1391.

23 **PARTIES**

24 4. Plaza is a nationwide wholesale mortgage lender headquartered in San
25 Diego, California. Plaza has offices in 15 cities and is licensed to conduct business in
26

27 ¹ For purposes of this Complaint, and consistent with the Home Mortgage
28 Disclosure Act (“HMDA”), the term “home mortgage loan” or “home loan” refers to
loans originated for the purchase or refinance of owner-occupied, one-to-four family
dwellings.

1 48 states and the District of Columbia. Plaza also is licensed to make reverse
2 mortgages in 44 states and is qualified to make conventional and government-insured
3 loans. Plaza is subject to the enforcement authority of the Federal Trade Commission
4 (“FTC”). As of January 5, 2012, the Consumer Financial Protection Bureau also has
5 supervisory authority over Plaza.

6 5. Plaza is subject to the federal laws governing fair lending, including the
7 FHA and ECOA and their respective implementing regulations, the fair housing
8 regulations of the Department of Housing and Urban Development, 24 C.F.R. § 100.1,
9 *et seq.*, and Regulation B of the Consumer Financial Protection Bureau,
10 12 C.F.R. § 1002.1, *et seq.* The FHA and ECOA prohibit financial institutions from
11 discriminating on the basis of, *inter alia*, race or national origin in their mortgage
12 lending practices.

13 6. Plaza is a “creditor” within the meaning of section 702(e) of ECOA,
14 15 U.S.C. § 1691a(e), and is engaged in “residential real estate-related transactions”
15 within the meaning of section 805 of the FHA, 42 U.S.C. § 3605. Plaza also is subject
16 to the Home Mortgage Disclosure Act (“HMDA”), 12 U.S.C. § 2803, which requires
17 mortgage lenders to maintain data on the race and ethnicity of each borrower.

18 **FACTUAL ALLEGATIONS**

19 7. In early 2009, the FTC examined data reported under HMDA in 2006
20 and 2007 to determine whether any wholesale lenders showed substantial rate spread
21 disparities between white and minority borrowers. Based on this initial targeting
22 analysis, the FTC identified Plaza as a lender with high disparities. In 2009, the FTC
23 issued two civil investigative demands to Plaza, requesting loan data for 2006 to 2009
24 and information regarding the lender’s policies and mortgage business practices. In
25 2011, at the FTC’s request, the Department of Justice took over the investigation and
26 obtained loan data for 2010.

27 8. Brokered loans accounted for approximately 98% of Plaza’s loan
28 originations between 2006 and 2010. During that time period, Plaza’s relationship

1 with its brokers was governed by a Broker Agreement. The Broker Agreement stated
2 that the broker may identify and qualify potential borrowers for conventional,
3 residential mortgage loans that Plaza may, upon its approval, underwrite, close, and
4 sell into the secondary mortgage market. Plaza made the credit decision and had the
5 sole and absolute discretion to approve or reject any application submitted by a
6 broker.

7 9. From 2006 to 2010, Plaza's policies and practices established a two-step
8 process for the pricing of wholesale loans that it originated. The first step was to
9 establish a base or par rate for a particular type of loan for an applicant with specified
10 credit characteristics. In this step, Plaza accounted for numerous objective credit-
11 related characteristics of applicants by setting a variety of prices for each of the
12 different loan products that reflected its assessment of individual applicant
13 creditworthiness, as well as the current market rate of interest and the price it could
14 obtain for the sale of such a loan from investors. Plaza communicated these prices
15 through rate sheets that it issued to brokers on a daily basis. The rate sheets spelled
16 out the "par" interest rates based on a borrower's credit characteristics and the yield
17 spread premiums ("YSPs") that Plaza paid the broker when the loan application
18 requested an interest rate that exceeded the par rate.

19 10. Plaza's second step of pricing wholesale loans permitted mortgage
20 brokers to exercise subjective, unguided discretion in setting the amount of broker
21 fees charged to individual borrowers, unrelated to an applicant's credit risk
22 characteristics. Mortgage brokers who supplied Plaza with wholesale loans were
23 compensated in two ways: through direct fees paid by the borrower to the broker
24 and/or through YSPs. Taken together, this compensation is hereinafter referred to
25 collectively as "total broker fees."

26 11. From at least 2006 through 2010, Plaza had written policies placing a
27 ceiling on total broker fees that changed several times during the relevant period. As
28 of December 6, 2006, Plaza capped total mortgage broker compensation at 5% of the

1 principal amount of the loan, up to \$25,000, and compensation in excess of \$10,000
2 required approval in order to limit broker fraud. Plaza amended its broker fee caps
3 several times from 2006 through 2009. In June 2007, Plaza specified that YSP was
4 included in the 5% cap. In December 2007, Plaza lowered the maximum amount of
5 broker compensation to \$10,000. In mid-2009, Plaza issued a new policy on total
6 broker compensation. The policy specified that Plaza would not close a loan if the
7 total points and fees charged to the borrower exceeded the lesser of 5% or \$10,000 of
8 the mortgage amount on conventional loans and the lesser of 3% or \$10,000 on FHA
9 or VA loans. YSP was capped at 3% of the mortgage amount.

10 12. In December 2009, Plaza determined that a number of its loans closed
11 over the past six months had exceeded its maximum broker compensation policy and
12 revised its broker compensation policy once again. The new policy capped total
13 broker compensation at the lesser of 4.5% or \$10,000 for conventional loans up to
14 \$500,000 and the lesser of 4.5% or \$20,000 for loans greater than \$500,000. For
15 government and USDA loans, Plaza capped broker compensation at 4% or \$10,000
16 for loans up to \$250,000, 3.5% or \$10,000 for loans between \$250,001 and \$500,000,
17 and 3% or \$20,000 for loans greater than \$500,000. The limit included the sum of all
18 fees paid by the borrower to the broker and any fees paid by the lender to the broker,
19 such as YSP. YSP remained capped at 3%, and Plaza charged one administration or
20 underwriting fee that was inclusive of its own costs.

21 13. Through at least December 2009, Plaza explicitly permitted exceptions in
22 excess of its caps. For example, managers could approve broker compensation on
23 government loans in excess of 3% if the total compensation was below \$10,000.
24 Further, they could approve compensation up to \$12,000 on any loan if the 3% or 5%
25 cap (depending on the loan type) was not exceeded. Documents produced by Plaza
26 from this time period indicated that brokers sought approval for compensation even
27 above \$12,000, if the total amount was below the 3% or 5% cap. Additionally, Plaza
28 ran promotions that increased the amount of allowable broker compensation. For

1 example, in November 2009, the lender permitted the Chicago office to increase the
2 cap on government loans to 4% as a holiday special. After December 2009, Plaza's
3 policies stated that the lender no longer permitted exceptions to its fee policies.

4 14. Other than its shifting fee caps, which were not strictly enforced, Plaza
5 did not establish any objective criteria, or provide guidelines, instructions, or
6 procedures to be followed by brokers (a) in setting the amount of direct fees they
7 should charge, or (b) in determining to charge an interest rate for a loan above that set
8 by its rate sheet, which in turn determined the amount of YSP Plaza would pay the
9 broker. Mortgage brokers exercised this fee pricing discretion Plaza gave them,
10 untethered to any objective credit characteristics, on every loan they brought to Plaza
11 for origination and funding. Plaza affirmed or ratified these discretionary fee pricing
12 decisions for all the brokered loans it originated and funded. Further, Plaza did not
13 conduct any type of broker monitoring to determine whether there were disparities
14 between the total fees charged to minority and white borrowers.

15 15. For each loan originated by Plaza, information about each borrower's
16 race and national origin and the amounts and types of broker fees paid was available
17 to, and was known or reasonably should have been known by Plaza prior to the
18 approval and funding of the loan. Plaza was required to collect, maintain, and report
19 data with respect to certain loan terms and borrower information for residential loans,
20 including the race and national origin of each wholesale residential loan borrower,
21 pursuant to HMDA, 12 U.S.C. § 2803.

22 16. Between 2006 and 2010, African-American borrowers nationwide were
23 charged total broker fees that were 28.2 to 93.8 basis points higher as a percentage of
24 the loan amount than the total broker fees charged to white borrowers. These
25 disparities in total broker fees mean, for example, that on a nationwide basis Plaza
26 charged its African-American customers borrowing \$214,000² between \$604 and

27 _____
28 ² This is the average home loan amount that Plaza originated to African-
American borrowers in the period from 2006 to 2010.

1 \$2,007 more in total broker fees not based on borrower risk. These disparities are
2 statistically significant.³

3 17. These disparities between African-American and white borrowers
4 extended to at least the following 15 metropolitan statistical areas (“MSAs”) in which
5 Plaza made a substantial number of brokered loans to African-American and white
6 borrowers: Baltimore-Towson, MD; Boston-Quincy, MA; Chicago-Naperville-Joliet,
7 IL; Dallas-Plano-Irving, TX; Fort Worth-Arlington, TX; Houston-Sugar Land-
8 Baytown, TX; Los Angeles-Long Beach-Glendale, CA; Oakland-Fremont-Hayward,
9 CA; Orlando-Kissimmee-Sanford, FL; Phoenix-Mesa Glendale, AZ; San Diego-
10 Carlsbad-San Marcos, CA; St. Louis, MO-IL; Vallejo-Fairfield, CA; Virginia Beach-
11 Norfolk-Newport News, VA-NC; and Washington-Arlington-Alexandria, DC-VA-
12 MD-WV. In these MSAs, from 2006 to 2010, African-American borrowers paid total
13 broker fees ranging from 20.4 and 130.0 basis points higher, on average, than the total
14 broker fees paid by white borrowers. All of these disparities are statistically
15 significant. From 2006 to 2010, there was only one MSA (Killeen-Temple-Fort
16 Hood, TX) in which Plaza charged white borrowers statistically significantly higher
17 total broker fees for wholesale loans than African-American borrowers.

18 18. For the combined time period of 2006 to 2010, nationwide, the odds that
19 an African-American borrower who obtained a wholesale loan from Plaza would
20 receive a loan with total broker fees that exceeded Plaza’s stated fee caps rather than a
21 loan with total broker fees within the caps were approximately 1.6 times as high as the
22 odds for a white borrower. Overall, 20% of African-American borrowers paid total
23 broker fees in excess of Plaza’s stated caps, while only 13.8% of white borrowers paid
24 total broker fees in excess of the caps. These differences persisted when Plaza’s
25 various fee caps are examined independently. For example, as stated in Paragraph 11,

26 _____
27 ³ Statistical significance is a measure of probability that an observed outcome
28 would not have occurred by chance. As used in this Complaint, an outcome is
statistically significant if the probability that it could have occurred by chance is less
than 5%.

1 Plaza instituted a cap of 3% on YSP in mid-2009 that remained in effect at least
2 through 2010, and the lender officially no longer permitted exceptions to its fee
3 policies after December 2009. Nevertheless, from July 1, 2009 through the end of
4 2010, nationwide, the odds than an African-American borrower who obtained a
5 wholesale loan from Plaza would receive a loan with YSP in excess of 3% were
6 approximately 2.2 times as high as the odds for a white borrower. Overall, 13.1% of
7 African-American borrowers received loans with YSPs in excess of the 3% cap, while
8 only 6.3% of white borrowers received loans with YSPs in excess of the cap. All of
9 these disparities are statistically significant.

10 19. These disparities in fees exceeding Plaza's stated caps between African-
11 American and white borrowers extended to at least the following 7 MSAs in which
12 Plaza made a substantial number of brokered loans to African-American and white
13 borrowers: Baltimore-Towson, MD; Chicago-Naperville-Joliet, IL; Dallas-Plano-
14 Irving, TX; Houston-Baytown-Sugar Land, TX; Riverside-San Bernardino-Ontario,
15 CA; St. Louis, MO-IL; and Vallejo-Fairfield, CA. From 2006 to 2010, African-
16 American wholesale borrowers had statistically significant odds ratio disparities in
17 approximately 23% (7 of 31) of high loan-volume markets where Plaza made a
18 substantial number of brokered loans to African-American and white borrowers. For
19 this combined time period, in the high-volume markets with statistically significant
20 odds ratio disparities, the odds of an African-American borrower receiving a subprime
21 wholesale loan in a given year were up to 8.4 times as high as the odds for a white
22 borrower. From 2006 to 2010, only one market (Boston-Quincy, MA) had
23 statistically significant disparities favoring African-American wholesale borrowers
24 over white borrowers.

25 20. Between 2006 and 2010, Hispanic borrowers nationwide were charged
26 total broker fees that were 34.4 to 61.4 basis points higher than the total fees charged
27 to white borrowers. These disparities in total broker fees mean, for example, that on a
28

1 nationwide basis Plaza charged its Hispanic customers borrowing \$230,000⁴ between
2 \$791 and \$1,412 more in total broker fees not based on borrower risk. These
3 disparities are statistically significant.

4 21. These disparities between Hispanic and white borrowers extended to at
5 least the following 27 MSAs in which Plaza made a substantial number of brokered
6 loans to Hispanic and white borrowers: Albuquerque, NM; Bakersfield-Delano, CA;
7 Boston-Quincy, MA; Chicago-Naperville-Joliet, IL; Dallas-Plano-Irving, TX; Denver-
8 Aurora-Broomfield, CO; Fort Worth-Arlington, TX; Fresno, CA; Houston-Sugar
9 Land-Baytown, TX; Kennewick-Pasco-Richland, WA; Las Vegas-Paradise, NV; Los
10 Angeles-Long Beach-Glendale, CA; Madera-Chowchilla, CA; Oakland-Fremont-
11 Hayward, CA; Orlando-Kissimmee-Sanford, FL; Phoenix-Mesa Glendale, AZ;
12 Providence-New Bedford-Fall River, RI-MA; Riverside-San Bernardino-Ontario, CA;
13 Sacramento-Arden Arcade-Roseville, CA; Salem, OR; San Antonio-New Braunfels,
14 TX; San Diego-Carlsbad-San Marcos, CA; Santa Ana-Anaheim-Irvine, CA; Stockton,
15 CA; Tucson, AZ; Vallejo-Fairfield, CA; and Visalia-Porterville, CA. In these MSAs,
16 from 2006 to 2010, Hispanic borrowers paid total broker fees ranging from 20.4 and
17 100.2 basis points higher, on average, than the total broker fees paid by white
18 borrowers. All of these disparities are statistically significant. From 2006 to 2010,
19 there was only one MSA (Santa Barbara-Santa Maria-Goleta, CA) in which Plaza
20 charged white borrowers statistically significantly higher total broker fees for
21 wholesale loans than Hispanic borrowers.

22 22. For the combined time period of 2006 to 2010, nationwide, the odds that
23 a Hispanic borrower who obtained a wholesale loan from Plaza would receive a loan
24 with total broker fees that exceeded Plaza's stated fee caps instead of a loan with total
25 broker fees within the caps were approximately 1.2 times as high as the odds for a
26 white borrower. Overall, 16% of Hispanic borrowers paid total broker fees in excess

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28 ⁴ This is the average home loan amount that Plaza originated to Hispanic
borrowers in the period from 2006 to 2010.

1 of Plaza's stated caps, while only 13.8% of white borrowers paid total broker fees in
2 excess of the caps. These differences persisted when Plaza's various fee caps are
3 examined independently. From July 1, 2009 through the end of 2010, nationwide, the
4 odds that a Hispanic borrower who obtained a wholesale loan from Plaza would
5 receive a loan with YSP in excess of 3% were approximately 1.8 times as high as the
6 odds for a white borrower. Overall, 10.6% of Hispanic borrowers received loans with
7 YSPs in excess of the 3% cap, while only 6.3% of white borrowers received loans
8 with YSPs in excess of the cap. All of these disparities are statistically significant.

9 23. These disparities in fees exceeding Plaza's stated caps between Hispanic
10 and white borrowers extended to at least the following 14 MSAs in which Plaza made
11 a substantial number of brokered loans to Hispanic and white borrowers: Chicago-
12 Naperville-Joliet, IL; Corpus Christi, TX; Dallas-Plano-Irving, TX; Denver-Aurora,
13 CO; Fort Lauderdale-Pompano Beach-Deerfield Beach, FL; Fort Worth-Arlington,
14 TX; Fresno, CA; Houston-Baytown-Sugar Land, TX; Madera, CA; Miami-Miami
15 Beach-Kendall, FL; Modesto, CA; New York-Wayne-White Plains, NY-NJ;
16 Riverside-San Bernardino-Ontario, CA; and Vallejo-Fairfield, CA. From 2006 to
17 2010, Hispanic wholesale borrowers had statistically significant odds ratio disparities
18 in approximately 30% (14 of 46) of high loan-volume markets where Plaza made a
19 substantial number of brokered loans to Hispanic and white borrowers. For this
20 combined time period, in the high-volume markets with statistically significant odds
21 ratio disparities, the odds of a Hispanic borrower receiving a subprime wholesale loan
22 in a given year were up to 4.5 times as high as the odds for a white borrower. From
23 2006 to 2010, five markets (Portland-Vancouver-Beaverton, OR-WA; San Diego-
24 Carlsbad-San Marcos, CA; San Jose-Sunnyvale-Santa Clara, CA; Santa Ana-
25 Anaheim-Irvine, CA; and Santa Barbara-Santa Maria-Goleta, CA) had statistically
26 significant disparities favoring Hispanic wholesale borrowers over white borrowers.

27 24. In setting the terms and conditions for its loans, Plaza accounted for
28 individual borrowers' differences in credit risk characteristics by setting the prices

1 shown on its rate sheets for each loan product that included its assessment of applicant
2 creditworthiness. Mortgage brokers' deviations from the rate sheet prices, as
3 measured by total broker fees, were separate from and not controlled by the credit risk
4 adjustments already reflected in the rate sheet prices. Plaza reviewed these total
5 broker fees and charged them to borrowers in the loans it originated and funded.
6 Accordingly, the race- and national origin-based disparities described above are not
7 adjusted for borrowers' credit risk characteristics.

8 25. No Plaza policy directed its mortgage brokers to consider a borrower's
9 credit risk characteristics for a second time in deviating from the interest rate fixed by
10 its rate sheets for a specific loan product for a borrower with specified credit
11 qualifications or in assessing direct fees. Nevertheless, statistical regression analyses
12 of total broker fees that control for credit risk factors such as the loan amount, whether
13 the borrower took out a subordinate loan (vs. first lien only), whether the loan was a
14 refinance (vs. purchase), and the specific month of origination, demonstrate a similar
15 pattern of pricing disparities, with the magnitude only slightly diminished from the
16 disparities described above. Thus, accounting for credit risk factors a second time
17 does not explain the race- and national origin-based disparities with respect to the
18 amount of fees paid by minority borrowers as opposed to white borrowers, even if
19 those factors were relevant to the total broker fees not based on borrower risk.

20 26. The statistically significant race- and national origin-based disparities
21 described above for African-Americans and Hispanics who Plaza determined had the
22 credit characteristics to qualify for a home mortgage loan resulted from the
23 implementation and the interaction of Plaza's policies and practices that: (a) included
24 pricing terms based on the subjective and unguided discretion of brokers in setting
25 total broker fees not based on borrower risk in the terms and conditions of loans Plaza
26 originated after par rates had been established by reference to credit risk
27 characteristics; (b) did not require mortgage brokers to justify or document the reasons
28 for the amount of total broker fees not based on borrower risk; (c) failed to monitor for

1 or remedy the effects of racial and ethnic disparities in those broker fees; (d) permitted
2 mortgage brokers to charge fees in excess of Plaza's stated caps; and (e) failed to
3 monitor for or remedy the effects of racial and ethnic disparities in those fees that
4 exceeded Plaza's stated caps. Total broker fees specifically measure the pricing
5 variation caused by the subjective and unguided pricing adjustments not based on
6 borrower risk. Plaza continued to use these discretionary wholesale broker fee pricing
7 policies, to inadequately document and review the implementation of that pricing
8 component, and to incentivize upward broker adjustments to the par interest rate at
9 least through the end of 2010.

10 27. The higher total broker fees charged to African-American and Hispanic
11 borrowers as compared to white borrowers were a result of Plaza's policy and practice
12 of ratifying the subjective discretion of its brokers in the setting of their fees, and
13 cannot be fully explained by factors unrelated to race or national origin that Plaza
14 claims were taken into account. This policy and practice is not justified by business
15 necessity or legitimate business interests.

16 **FAIR HOUSING ACT AND EQUAL CREDIT OPPORTUNITY ACT**

17 **VIOLATIONS**

18 28. Plaza's actions, policies, and practices, as alleged herein, constituted:

19 a. Discrimination on the basis of race or national origin in making available,
20 or in the terms or conditions of, residential real estate-related transactions, in violation
21 of the FHA, 42 U.S.C. § 3605(a);

22 b. Discrimination on the basis of race or national origin in the terms,
23 conditions, or privileges of sale of a dwelling in violation of the FHA, 42 U.S.C. §
24 3604(b); and

25 c. Discrimination against applicants with respect to credit transactions on
26 the basis of race or national origin in violation of ECOA, 15 U.S.C. § 1691(a)(1).
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28

1 29. Plaza's actions, policies, and practices, as alleged herein, constituted:

2 a. A pattern or practice of resistance to the full enjoyment of rights secured
3 by the FHA, 42 U.S.C. §§ 3601 *et seq.*, and ECOA, 15 U.S.C. § 1691e(h); and

4 b. A denial of rights granted by the FHA to a group of persons that raises an
5 issue of general public importance.

6 30. Persons who have been victims of Plaza's discriminatory actions,
7 policies, and practices are aggrieved persons as defined in the FHA,
8 42 U.S.C. § 3602(i), and as described in ECOA, 15 U.S.C. § 1691(e)(i), and have
9 suffered injury and damages as a result of Plaza's violation of both the FHA and
10 ECOA, as described herein.

11 31. Plaza's pattern or practice of discrimination was intentional and willful,
12 and was implemented with reckless disregard for the rights of African-American and
13 Hispanic borrowers.

14 WHEREFORE, the United States prays that the Court enter an ORDER that:

15 (1) Declares that the policies and practices of the Defendant constitute a
16 violation of the FHA, 42 U.S.C. §§ 3601-3619, and ECOA, 15 U.S.C. §§ 1691-1691f;

17 (2) Enjoins Defendant, its agents, employees, and successors, and all other
18 persons in active concert or participation with Defendant, from:

19 (A) Discriminating on account of race or national origin in any aspect
20 of its lending business practices;

21 (B) Failing or refusing to take such affirmative steps as may be
22 necessary to restore, as nearly as practicable, the victims of Defendant's
23 unlawful practices to the position they would be in but for the discriminatory
24 conduct;

25 (C) Failing or refusing to take such affirmative steps as may be
26 necessary to prevent the recurrence of any discriminatory conduct in the future
27 and to eliminate, to the extent practicable, the effects of Defendant's unlawful
28 practices, and providing policies and procedures to ensure all segments of

1 Defendant's market areas are served without regard to prohibited
2 characteristics;

3 (3) Awards monetary damages to all the victims of Defendant's
4 discriminatory policies and practices for the injuries caused by the Defendant,
5 pursuant to 42 U.S.C. § 3614(d)(1)(B) and 15 U.S.C. § 1691e(h); and

6 (4) Assesses a civil penalty against the Defendant in an amount authorized
7 by 42 U.S.C. § 3614(d)(1)(C), in order to vindicate the public interest.

8 The United States further prays for such additional relief as the interests of
9 justice may require.

10 DATED: September 26, 2013

11 ERIC H. HOLDER, JR.
12 Attorney General

13 LAURA E. DUFFY
14 United States Attorney
15 Southern District of California

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