

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

UNITED STATES OF AMERICA, Plaintiff,)
)
v.)
)
AIG FEDERAL SAVINGS BANK and)
WILMINGTON FINANCE, INC.,)
Defendants.)
_____)

No. 10cv178-JJF

CONSENT ORDER

I. INTRODUCTION

This Consent Order (Order) is submitted jointly by the parties for the approval of and entry by the Court simultaneously with the filing of the United States' complaint (Complaint) in this action. The Order resolves the claims of the United States that the Defendants, AIG Federal Savings Bank (AIG FSB) and Wilmington Finance, Inc. (WFI), (collectively, "Defendants") have engaged in a pattern or practice of conduct in violation of the Fair Housing Act (FHA), 42 U.S.C. §§ 3601-3619, and the Equal Credit Opportunity Act (ECOA), 15 U.S.C. §§ 1691-1691f, by allowing wholesale mortgage brokers¹ to charge African-American borrowers higher direct broker fees for residential real estate-related loans than white borrowers. Defendants deny these allegations. The parties submit this Order to resolve fully and finally all claims asserted or that could have been asserted arising out of or relating to the matters referred to in the Complaint.

¹ For purposes of this Order, wholesale mortgage brokers are independent third-party entities in which the Defendants have no ownership interest and no exclusive relationship, who act as an intermediary with borrowers to procure home-mortgage loan applications for funding by Defendants, and who are paid a fee directly by borrowers for such services. The wholesale mortgage brokers at issue in this lawsuit entered into broker agreements with one or both Defendants regarding their procurement of home-mortgage loan applications for funding by a Defendant.

Defendants AIG FSB and WFI represent that they have ceased their wholesale home-mortgage lending operations in 2006 and 2008, respectively, and WFI represents that it is currently winding down its business operations. Under the provisions of this Order, the Defendants agree that if either Defendant re-enters the wholesale lending business, that Defendant will implement policies and procedures designed to ensure that direct broker fees for their residential loan products are assessed in a nondiscriminatory manner consistent with the requirements of the FHA and ECOA. In addition, Defendants will compensate certain African-American borrowers based on an agreed upon formula to identify such borrowers by reference to, among other factors, the direct mortgage broker fees they paid.

There has been no factual finding or adjudication with respect to any matter alleged by the United States. The parties have entered into this Order to avoid the risks and burdens of litigation, and to resolve voluntarily the claims in the United States' Complaint relating to Defendants' alleged violations of fair-lending laws. The parties agree that full implementation of the terms of this Order will provide a fair and reasonable resolution of the claims of the United States in a manner consistent with the Defendants' legitimate business interests.

II. BACKGROUND

AIG FSB is a wholly-owned subsidiary of American International Group, Inc. It is a federal savings bank with its principal place of business at One Alico Plaza, 600 King Street, Wilmington, Delaware. WFI is a wholly-owned subsidiary of American International Group, Inc. It is a Delaware corporation with its principal place of business at 401 Plymouth Road, Plymouth Meeting, Pennsylvania. Between approximately July 2003 and May 2006, pursuant to an agreement between AIG FSB and WFI, WFI provided various services for loans that were made and funded by AIG FSB.

In 2006 and 2007 the Office of Thrift Supervision (OTS) conducted examinations of the lending practices of AIG FSB to evaluate compliance with, among other laws, the FHA and the ECOA. Based on analysis of 2005 HMDA lending data, the OTS found reason to believe that AIG FSB had displayed a pattern or practice of charging minority borrowers higher broker fees than similarly situated non-minority borrowers. The OTS referred this matter to the United States Department of Justice (DOJ) for appropriate enforcement pursuant to 15 U.S.C. § 1691e(g).

The United States contends that Defendants engaged in a pattern or practice of discrimination on the basis of race or color by allowing wholesale mortgage brokers to charge higher direct broker fees² to African-American borrowers than to white borrowers for loans originated and funded by AIG FSB and/or WFI. The Defendants deny all allegations and claims of discrimination on both factual and legal grounds and maintain that at all times they conducted their lending and other activities in compliance with the fair-lending laws. There has been no factual or legal finding or adjudication with respect to any matter alleged by the United States. Accordingly, the entry of this Order is not, and is not to be construed as, a precedent, admission, or finding of any violation of the FHA or the ECOA by the Defendants. Rather, both parties have agreed to the entry of this Order to resolve voluntarily the claims asserted by the United States in order to avoid the costs, risks, and burdens of litigation.

III. REMEDIAL ORDER

A. General Nondiscrimination Injunction

² “Direct” broker fees (sometimes called “up-front” broker fees) means fees paid directly by the borrower to the broker for services rendered by the broker to the borrower in connection with securing a real estate-related loan. A borrower typically pays these fees at closing either with cash brought to the closing, or out of the loan proceeds. Direct broker fees do not include amounts paid by the lender to the broker or miscellaneous fees, such as appraisal costs and title searches.

1. The Defendants, including all of their officers, employees, agents, assignees, successors in interest, and all those in active concert or participation with any of them, are hereby enjoined from engaging in any act or practice in wholesale home mortgage lending that discriminates on the basis of race or color in any aspect of a residential real estate-related transaction in violation of the Fair Housing Act, 42 U.S.C. §§ 3604 and 3605, or in any aspect of a credit transaction in violation of the Equal Credit Opportunity Act, 15 U.S.C. § 1691(a)(1). This prohibition includes, but is not limited to, the adoption, performance, or implementation of any policy, practice, or act that results in race or color discrimination against residential mortgagors in the assessment of direct mortgage broker fees.

2. Unless otherwise stated herein, the remedial provisions of this Order shall be implemented within thirty days of the effective date of this Order and shall continue throughout its term. The effective date of this Order shall be the date on which it is approved and entered by the Court.

B. Applicability of Specific Provisions

3. Each Defendant represents that it is not currently in the business of wholesale home-mortgage lending³ and has no plans to re-enter this line of business. Moreover, AIG FSB represents that it currently maintains at least annual fair-lending training appropriate to the nature of its lending activities. AIG FSB shall maintain during the period of this Order at least annual fair lending training appropriate to the nature of its lending activities and regarding the requirements of the FHA and ECOA. Based on the representations and obligations above, the provisions of paragraphs 4-9 shall apply to each Defendant, and to each Defendant's officers, employees, agents, and representatives and all those in active concert or participation with any of

³ "Wholesale home-mortgage lending" means providing home-mortgage loans in conjunction with wholesale mortgage brokers acting as an intermediary with the borrower.

them with respect to wholesale home-mortgage lending operations, only if that Defendant re-enters the business of wholesale home-mortgage lending during the term of this Order. In the event of such re-entry, the Defendant must notify the United States within thirty days of re-entry, and paragraphs 4-9 must be implemented within ninety days of re-entry.

C. Pricing Policy and Procedures

4. AIG FSB and WFI shall each develop and implement, as part of a loan-pricing policy, specific, nonracial standards for the assessment of direct broker fees on residential real estate-related loans that AIG FSB or WFI underwrites, originates, or funds that are designed to avoid unlawful race discrimination by the Defendants. The loan pricing policy shall also require written documentation of such fees be maintained in each loan file and be among the application documents submitted to either Defendant. These requirements shall be made part of any broker agreement between a wholesale mortgage broker and either Defendant. AIG FSB and WFI have represented that when they have engaged in the wholesale home-mortgage lending business they had in place limits on the amount of yield-spread premiums (YSPs) that may be earned by mortgage brokers on loans. Defendants also shall incorporate YSP limits into their loan-pricing policies.

5. Defendants' loan-pricing policies shall require them to post and prominently display in each location where loan applications are received by the Defendant a notice of non-discrimination (a sample of which is attached as Exhibit A). Defendants shall impose the posting requirements described in this paragraph on all brokers who submit loan applications to the Defendants.

6. Defendants' policy shall require brokers to make the following disclosures to applicants, to the extent not inconsistent with applicable law: (a) the full amount of the direct broker fee, any YSP and all other forms of broker compensation, and that such compensation

may or may not be negotiable between the broker and borrower, and (b) a notice of non-discrimination that provides substantially the same information as is contained in Appendix A. Such disclosures shall be in writing, signed by the broker and the borrower (if the borrower executes), and submitted by the broker to be made part of the loan file by AIG FSB or WFI. This disclosure shall be made as early as practicable but not later than 48 hours prior to the closing of the loan.

7. Defendants' loan-pricing policies shall require all wholesale mortgage brokers from whom they accept wholesale home-mortgage loan applications to comply with the requirements established in paragraphs 4-6. Defendants' policies shall also require an appropriate manager, under the supervision of a designated senior official of AIG FSB or WFI, to review applications received from wholesale mortgage brokers for compliance with loan-pricing policies. Any loan that is not in compliance with the pricing policy may not be funded. All reviews shall be documented and kept in the loan file.

D. Monitoring Program

8. Each Defendant shall develop and implement direct broker-fee monitoring programs designed to ensure compliance with this Order. The programs shall be designed to monitor loans sourced through wholesale mortgage brokers and funded by AIG FSB or WFI for potential racial disparities in direct broker-fee levels. Each program also shall require a quarterly review by senior managers of the Defendant with respect to all wholesale home-mortgage loans originated during the preceding quarter by that Defendant. Each such quarterly review shall be documented and presented to the Defendant's respective Board for review and approval not later than sixty days after the end of each quarter. Each quarterly review shall include, but not be limited to, a direct broker-fee analysis designed to detect significant race disparities in such fees with respect to all wholesale loans funded by the Defendant.

a. In the event that any such review discloses significant disparities, the Defendant in question shall attempt to determine the reason(s) for those disparities (if any) and shall promptly take corrective action to address significant disparities that were attributable to a policy or practice of the Defendant, and not justified by legitimate business need. Corrective action shall include, as warranted, financial remediation for borrowers, modifications to the Defendant's pricing policies and/or monitoring programs as appropriate, and modification or termination of broker relationship(s). Defendant shall document all such disparities, determinations, and actions taken and shall provide the quarterly reviews and any documentation and analysis relating thereto to the United States on a quarterly basis.

b. In the event that any such review discloses significant disparities with respect to any particular broker's direct broker fee pricing practices, the Defendant shall require the broker to explain the non-discriminatory reason(s) for those disparities. If there is no reasonable, nonracial explanation for the noted disparities, Defendant shall undertake good faith efforts to require the broker to take prompt corrective action to address the disparities.

If the United States raises any objections to the Defendant's determinations or remedial actions, Defendant and the United States shall meet and confer to consider appropriate steps to address the concerns raised by the United States' review. If the parties are unable to come to an agreement regarding such objections, any party may bring the dispute to this Court for resolution. In that event, the fact that a Defendant's policies and monitoring programs were not objected to by the United States under paragraph 9 of the Order shall be relevant to determining the proper course of action.

E. Notification to the United States and Right to Object

9. Each Defendant shall provide a copy of the loan policies required under paragraphs 4-7 and descriptions of the monitoring programs required under paragraph 8, to counsel for the United States within ninety days of any return to the business of wholesale home-mortgage lending by that Defendant.⁴ The United States shall have thirty days from receipt of these documents from each Defendant to raise any objections to the relevant Defendant's policies and programs, and, if it raises any, the parties shall confer to resolve their differences. In the event they are unable to do so, any party may bring the dispute to this Court for resolution. Until the Court resolves such a dispute, the disputed policies and programs will not go into effect. Subsequent proposed material revisions to these policies and programs, pursuant to paragraphs 7 and 8 or otherwise, shall be submitted to the United States for objection and resolution in the manner provided for in this paragraph.

F. Consumer Education

10. Through the funding mechanism set forth in paragraph 21, Defendants shall provide a minimum of \$1,000,000 to qualified organization(s) to provide credit counseling, financial literacy, and other related educational programs targeted at African-American borrowers. The Defendants will consult with and obtain the non-objection of the United States in selecting recipient(s) of these funds, and the parties shall obtain the Court's approval prior to distribution of the fund.

G. Equal Credit Opportunity Training Program

⁴ All material required by this Order to be sent to counsel for the United States shall be sent by commercial overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, 1800 G Street NW, Washington, DC 20006, Attn: DJ 188-15-11, or by facsimile to 202-514-1116.

11. Each Defendant shall, at least annually, provide training with respect to their responsibilities and obligations under the FHA, the ECOA, and this Order to all management officials, loan officers, and any other employees, or agents who: (a) participate in the pricing of wholesale home-mortgage real-estate loans, or (b) have significant involvement in wholesale home-mortgage lending, including contact with or oversight of brokers. In the event that either Defendant re-enters the business of wholesale home-mortgage lending, that Defendant shall provide training within 30 days after that Defendant's new loan policy is implemented, and during this training, each Defendant shall provide to each participant: (a) a copy of this Order and of the relevant Defendant's new loan pricing policy; and (b) training on the terms of this Order, the relevant new loan pricing policy, the requirements of the Fair Housing and Equal Credit Opportunity Acts, and his or her responsibilities under each.

12. In the event that either Defendant re-enters the wholesale home-mortgage lending business, that Defendant shall secure from each employee or agent specified in the preceding paragraph a signed statement acknowledging that he or she has received a copy of this Order and the loan pricing policy and has completed the initial equal credit opportunity training. These statements shall be substantially in the form of Appendix B (Acknowledgment) and Appendix C (Equal Credit Opportunity Training). During the term of the Order, each new employee or agent whose responsibilities include those set forth in paragraph 11, shall be provided a copy of this Order and given an opportunity to have any questions answered, and shall sign the acknowledgment form statement (Appendix B) within ten days of beginning his or her employment in that position. Defendants shall retain these statements for the duration of the Order, and make them available to the United States upon request.

13. In the event that either Defendant re-enters the wholesale home-mortgage lending business, that Defendant shall offer all brokers from whom it accepts wholesale home-mortgage loan applications the opportunity to undergo fair lending training similar to the training described in paragraph 11 of this Order. Defendants shall retain documentation of any training or requests for training for the duration of the Order, and make such documentation available to the United States upon request.

14. In the event that either Defendant re-enters the wholesale home-mortgage lending business, the training required by this Section shall be conducted by independent qualified third parties approved in advance by the United States. Any expenses associated with this training program shall be borne by the Defendant re-entering the business.

H. Satisfaction of United States' Claims for Monetary Relief

15. Defendants shall deposit in an interest-bearing escrow account the total sum of \$6.1 million for the purpose of paying damages to aggrieved persons who may have suffered as a result of the alleged violations of the Fair Housing and Equal Credit Opportunity Acts (the "Settlement Fund"). The Defendants shall provide written verification of the deposit to the United States within five days of the effective date of this Order. Any interest that accrues shall become part of the Settlement Fund and be utilized and disposed of as set forth herein.

16. Within 30 days of the effective date of this Order, the United States shall request any information it believes will assist in identifying aggrieved persons and determining any damages. Defendants shall, within 15 days, supply, to the extent that it is within their control, such information as requested. Requested data may be supplied as a supplement to the database already provided to the United States by Defendants in the course of the United States' investigation.

17. The United States shall, upon reasonable notice, be allowed access to the Defendants' records and files to verify the accuracy of the data provided and to otherwise identify persons entitled to the payments from the Settlement Fund.

18. Within 90 days of the Effective Date of this Consent Order, the United States shall provide to Defendants a list of aggrieved persons and an amount each individual shall receive from the Settlement Fund to compensate for both economic and non-economic damages these persons may have suffered, subject to the conditions set forth in paragraph 19 below. Defendants shall have fifteen days in which to review the list and the United States shall consider in good faith any issues raised by Defendants.

19. Payments from the Settlement Fund to aggrieved persons shall be subject to the following conditions, provided that the details in administration of the Settlement Fund set forth in paragraphs 16, 17, 18, and 20, can be modified by agreement of the parties and without further Court approval:

(a) No aggrieved person shall be paid any amount from the Settlement Fund until he or she has executed and delivered to Defendants a written release, as set forth in Appendix D, of all claims, legal or equitable, that he or she might have against the released persons and entities regarding the claims asserted by the United States in this lawsuit, so long as such claims accrued prior to the entry of this Order; and

(b) No person shall be eligible for payment from the Settlement Fund with respect to a loan if such person has previously received remediation with respect to such loan and has executed a release in exchange for such remediation; and

(c) The total amount paid by the Defendants collectively to the aggrieved persons shall not exceed the amount of the Settlement Fund, including accrued interest.

20. The Defendants shall, no later than 45 days after receiving the compensation list referred to in paragraph 18, notify each identified person eligible for compensation by a letter (using their best efforts to locate each person). The form of this letter shall be subject to the review and approval of the United States. At a minimum, the letter shall state that the identified person is eligible for compensation in the indicated amount provided he or she executes and returns to Defendants a copy of the agreed-upon release, which release shall be enclosed with the notice along with an addressed and postage-paid return envelope. Each letter shall identify the loan(s) the identified person has or had with AIG FSB or WFI. The letter shall explain the complaint resolution program referenced in paragraph 22 of this Order. If the parties are unable to agree on the terms of the letter, any party may bring the dispute to the Court for resolution. Any letters that are returned with a forwarding address shall promptly be re-sent to that new address. Defendants shall provide an accounting of these notifications, indicating the name and address to which each was dispatched, within the 45-day period referred to in this paragraph. Defendants shall issue checks in the amount indicated on the compensation list to all identified persons who execute and return the releases. Defendants shall issue and mail such checks no later than 21 days after the receipt of the release. Defendants shall set forth reasonable deadlines for requirements of return of releases, and for the timely deposit of checks, subject to approval of the United States, so that the compensation is distributed and checks are presented for payment or become void prior to the date that is one year from the date the initial notifications are sent. The Defendants shall provide, as part of the reporting required in paragraph 25, an accounting of releases received, checks sent, and notifications for which no response has been received or that were reported to be undeliverable. The United States may make its own efforts to locate aggrieved persons.

21. Any moneys not distributed from the Settlement Fund including accrued interest within one year of the date the initial notifications are sent to persons deemed to be aggrieved by the United States pursuant to paragraph 19 (Remaining Moneys) shall be distributed for educational purposes as provided for in paragraph 10. In the event the Remaining Moneys total less than \$1,000,000 at that time, Defendants shall replenish the Settlement Fund so that it contains \$1,000,000 for distribution for those educational purposes.

22. In addition to the above, during the period of this Order the Defendants shall maintain a robust complaint resolution program to address consumer complaints regarding wholesale home-mortgage loans originated by the Defendants. Documentation regarding such complaint resolution program, including documentation of individual complaints and resolutions, if any, shall be made available to the United States on a quarterly basis and included in the semi-annual reports referenced in paragraph 25. A person shall not be deemed ineligible for the complaint resolution program on the basis of having executed the release described in paragraph 19(a), but there is no requirement under this Order that any complaint necessarily be resolved for or against Defendants.

IV. EVALUATING AND MONITORING COMPLIANCE

23. For the duration of this Order, both AIG FSB and WFI shall retain all records relating to their obligations hereunder, including their wholesale home-mortgage lending activities, as well as their compliance activities as set forth herein. The United States shall have the right to review and copy such records upon request, including loans files and electronic data for loans made during the period of this Order.

24. Each Defendant shall provide to counsel for the United States the data on its lending that is submitted to the Federal Financial Institutions Examination Council (FFIEC) pursuant to the Home Mortgage Disclosure Act and the Community Reinvestment Act. The data

will be provided in the same format in which it is presented to the FFIEC, within thirty days of its submission to the FFIEC each year, for the duration of this Order, including the record layout.

25. In addition to the submission of any other plans or reports specified in this Order, both AIG FSB and WFI shall submit semi-annual reports to the United States on their progress in completing the requirements of paragraphs 3-22 of this Order. Each such report shall provide a complete account of each Defendant's actions to comply with each requirement of this Order during the previous year, an objective assessment of the extent to which each quantifiable obligation was met, an explanation of why any particular component fell short of meeting its goal for that year, and any recommendations for additional actions to achieve the goals of this Order. Each Defendant shall submit its first report no later than 180 days after entry of this Order, and every 180 days thereafter for so long as the Order is in effect. In addition, if applicable, each Defendant shall attach to the semi-annual reports representative copies of training materials disseminated pursuant to this Order.

26. In the event AIG FSB seeks to transfer or assign its charter or either AIG FSB or WFI seeks to transfer or assign all its operations in a transaction that requires the approval of a federal bank or thrift regulatory agency, AIG FSB or WFI must notify counsel for the United States at the same time it notifies the regulatory agency. If such notification is made and the relevant regulatory agency approves such transaction, this Order shall terminate with respect to that Defendant upon consummation of the transfer or assignment transaction, except that the requirements of paragraphs 10 and 15-21 of this Order shall continue in force against the Defendant's successor in interest until such time as those requirements are completed. In the event either AIG FSB or WFI seeks to transfer or assign all or part of its operations in a transaction that does not require the approval of a federal bank or thrift regulatory agency and the

successor or assign is engaged in or intends to carry on a wholesale mortgage-lending business, the relevant Defendant shall, as a condition of sale, obtain the written agreement of the successor or assign to be bound by any obligations remaining under this Order which are applicable to that Defendant for the remaining term of this Order. Nevertheless, in the event of a proposed, arms-length transaction of transfer or assignment of operations affecting AIG FSB or WFI, the Defendants may petition the United States to waive the requirement for a successor or assign to be bound under this Order, and the United States, after such review, may, in its discretion, waive such requirement. The Defendants shall supply such information as the United States may request to enable the United States to effectively review the waiver petition.

V. ADMINISTRATION

27. The requirements of this Order shall be in effect for three years, except as specified elsewhere in this Order, at which time they will expire and be of no further applicability. Notwithstanding the above, this Order may be extended further upon motion of the United States to the Court, for good cause shown. Upon satisfaction of paragraphs 10 and 15-21, or upon making arrangements, in which the United States concurs, that all procedures and requirements of these paragraphs will be satisfied, any Defendant may seek and obtain a separate dismissal of the case against it in the event the Order no longer applies to it or upon demonstration to the Court that it has permanently ceased its business operations.

28. Any time limits for performance fixed by this Order may be extended by mutual written agreement of the parties. Other modifications to this Order may be made only upon approval of the Court, upon motion by either party. The parties recognize that there may be changes in relevant and material factual circumstances during the term of this Order which may impact the accomplishment of its goals. The parties agree to work cooperatively to discuss and attempt to agree upon any proposed modifications to this Order resulting therefrom.

29. In the event that any disputes arise about the interpretation of or compliance with the terms of this Order, the parties shall endeavor in good faith to resolve any such dispute between themselves before bringing it to this Court for resolution. The United States agrees that if it reasonably believes that any Defendant has violated any provision of this Order, it will provide the appropriate Defendant written notice thereof and allow thirty days to resolve the alleged violation before presenting the matter to this Court. In the event of either a failure by a Defendant to perform in a timely manner any act required by this Order or an act by a Defendant in violation of any provision hereof, the United States may move this Court to impose any remedy authorized by law or equity, including attorneys' fees and costs.

30. Each Defendant's compliance with the terms of this Order, or the termination of this Order with respect to a Defendant in accordance with its provisions, shall fully and finally resolve all claims of the United States relating to the alleged violations by that Defendant of the fair lending laws, as alleged in the Complaint in this action, including all claims for equitable relief and monetary damages and penalties. Each party to this Order shall bear its own costs and attorney's fees associated with this litigation.

31. The Court shall retain jurisdiction for the duration of this Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice.

SO ORDERED, this 19 day of March, 2010.


UNITED STATES DISTRICT JUDGE

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

For Defendant AIG Federal Savings Bank

For Defendant Wilmington Finance, Inc.


MICHAEL B. MIERZEWSKI


THOMAS M. HEFFERON

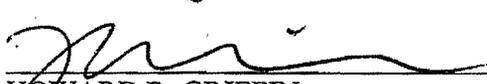
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APPENDIX A

**We do Business in Accordance with
Federal Fair Lending Laws**

**UNDER THE EQUAL CREDIT OPPORTUNITY
ACT, IT IS ILLEGAL TO DISCRIMINATE IN ANY
CREDIT TRANSACTION:**

**On the basis of race, color, national origin, religion,
sex, marital status, or age;**

Because income is from public assistance; or

**Because a right has been exercised under the Federal
Consumer Credit Protection Laws.**

**IF YOU BELIEVE YOU HAVE BEEN
DISCRIMINATED AGAINST, YOU SHOULD SEND
A COMPLAINT TO:**

Office of Thrift Supervision

OR

U.S. Department of Justice

Washington, DC 20530

Tel: 1-800-896-7743

Website:

<http://www.usdoj.gov/crt/housing>

APPENDIX B

Employee Acknowledgment

I acknowledge that on _____, 2010, I was provided copies of the Consent Order entered by the Court in United States v. AIG Federal Savings Bank, et al., (D. Del.), and the loan policy developed pursuant thereto. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title

Date

APPENDIX C

Employee Training Certification

I certify that on _____, 2010, I received training with respect to my responsibilities under the Consent Order entered by the Court in United States v. AIG Federal Savings Bank, et al. (D. Del.), and the federal fair lending laws. I have had the opportunity to have my questions about them answered. I understand my legal responsibilities not to discriminate under the federal fair lending laws, including the Equal Credit Opportunity Act and the Fair Housing Act, and shall comply with those responsibilities.

Signature

Print Name

Job Title

Date

APPENDIX D

Release

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. AIG Federal Savings Bank and Wilmington Finance, Inc. (D. Del.), and the payment to me of \$ _____, pursuant to the Consent Order and effective upon that payment, I hereby release and forever discharge all claims, rights, remedies, and recoveries related to the facts at issue in the litigation referenced above or in any way related to that litigation, and release and forever discharge all claims, rights, remedies, and recoveries arising from housing and credit discrimination alleged in that litigation in connection with my loan(s), known and unknown, up to and including the date of execution of this release.

I understand that this releases those claims, rights, remedies and recoveries against AIG Federal Savings Bank and/or Wilmington Finance, Inc., and against any and all entities, parents, predecessors, successors, subsidiaries, and affiliates related to either of those companies, and against any and all of the past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors in interest, or assigns of either of those companies in connection with my loan(s).

Executed on _____, 2010.

Signature

Print Name

Address