

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF MISSISSIPPI  
WESTERN DIVISION

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. ) NO. 3:06cv061-M-D  
 )  
 FIRST NATIONAL BANK OF PONTOTOC )  
 and WILLIAM W. ANDERSON, JR., )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

**CONSENT DECREE**

1. This action was brought by the United States to enforce the provisions the Fair Housing Act (hereinafter “Fair Housing Act” or “FHA”), 42 U.S.C. §§ 3601-3619, and the Equal Credit Opportunity Act (hereinafter “ECOA”), 15 U.S.C. §§ 1691-1691f.
2. In its Amended Complaint, the United States alleges that Defendants First National Bank of Pontotoc (hereinafter “First National” or “Bank”) and William W. Anderson, Jr., (hereinafter “Anderson”) a former vice president, loan officer, and branch manager of First National, violated the FHA and ECOA through Anderson’s pattern or practice of sexually harassing female Bank customers in connection with certain credit transactions, including residential real estate-related loans. The United States also alleged that the Defendants’ actions constituted a denial of rights granted by the FHA to a group of persons, which denial raises an issue of general public importance.
3. Specifically, the United States alleges that between at least February 1993 and May 2004, Anderson’s conduct included, but was not limited to: offensive and unwanted verbal sexual statements; offensive and unwanted sexual touching; offensive and unwanted

solicitations for sex; and offensive and unwanted requests or demands for sexual favors in return for favorable action on his part with respect to residential real estate-related loans and/or other credit transactions, all in violation of 42 U.S.C. § 3605 and 15 U.S.C. § 1691(a).

4. The United States' Amended Complaint further alleges that First National is liable for the above-described discriminatory conduct of its then-managerial employee Anderson.
5. First National and Anderson deny that they have violated either the FHA or ECOA. The execution of this Consent Decree is not, and is not to be considered as, an admission or finding of any violation of the FHA or ECOA. Rather, the parties have entered into this agreed Decree to resolve voluntarily the claims asserted by the United States in order to avoid the risks and burdens of litigation. Therefore, the parties consent to the entry of this Consent Decree.

#### **I. SCOPE OF CONSENT DECREE**

6. The provisions of this Consent Decree shall apply to Defendants First National and Anderson, their employees, agents, assigns, successors-in-interest, and all persons in active concert or participation with them.

#### **II. INJUNCTION**

7. It is hereby ORDERED, ADJUDGED AND DECREED that Defendants First National and Anderson, their agents, employees, assigns, successors-in-interest, and all persons in active concert or participation with them, are hereby enjoined from:
  - a. Discriminating against any applicant for credit with respect to any aspect of a credit transaction on the basis of sex;

- b. Discriminating against any person in making available a residential real-estate related-transaction because of sex; or
  - c. Discriminating in the terms or conditions of a residential real estate-related transaction because of sex.
8. Anderson has represented that, since his departure from First National in May of 2004, he has not acted as a creditor, as that term is defined by ECOA, 15 U.S.C. § 1691a(e). Anderson has further represented that, since his departure from First National in May of 2004, he has not acted as a person whose business includes engaging in residential real estate-related transactions, as defined by the FHA, 42 U.S.C. § 3605, nor has he been employed by an entity engaging in such transactions. In the event that at any time during the term of this Decree Anderson decides to resume acting as, or being employed by, a creditor or a business that engages in residential real estate-related transactions, he shall notify counsel for the United States in writing.<sup>1</sup> Before actively engaging in such business activity, Anderson shall attend training on federal fair lending laws, including ECOA and the FHA, with specific attention to the issues of sex discrimination and sexual harassment. The training shall be conducted by a qualified third party, approved by the United States and unconnected to First National, Anderson, his new employer, and/or their employees, agents, or counsel. Anderson shall bear any expenses associated with this training. The person or entity that conducts this training shall certify in writing to

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<sup>1</sup> Any documents or written material required by this Decree to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ # 188-40-5.

counsel for the United States that Anderson successfully completed this training. Only after the United States has received this written certification may Anderson begin to engage in such business activity.

### **III. NON-DISCRIMINATION AND COMPLAINT POLICIES**

9. Within ten (10) days of the entry of this Consent Decree and throughout its term, First National shall post and prominently display within the headquarters and branch offices of the Bank a notice of non-discrimination no smaller than eleven (11) inches by fourteen (14) inches in the form set forth in Appendix B.
10. Throughout the term of this Decree, First National shall ensure that any new advertising for the Bank in newspapers, telephone directories, radio, television, the internet, or other media, and any signs, pamphlets, brochures, or other promotional literature includes the phrase “equal opportunity lender” or the following language:

We do business in accordance with federal fair lending laws. We do not discriminate on the basis of sex, race, color, religion, national origin, or any other protected class.

The above phrase or language shall be prominently placed and easily legible. This provision shall not be retroactive in nature. It shall not apply to any advertising for the Bank in newspapers, telephone directories, radio, television, the internet, or other media prepared prior to the entry of this Decree. This provision shall also not apply to any signs, pamphlets, brochures, or other promotional literature prepared by or for the Bank prior to the entry of this Decree.

11. Within one hundred twenty (120) days of the entry of this Decree, First National shall provide via hand delivery or via first class mail, postage pre-paid, to every individual who

has a deposit account with, a current loan from, or other form of credit with, the Bank, a notice with language identical to that found in Appendix B. This notice may be included in mailings the Bank periodically sends to each such group of individuals. Within five (5) days after each such mailing, Defendant First National shall certify in writing to Counsel for the United States that it has complied with this provision of the Consent Decree for that specific group. For the term of this Consent Decree, Defendant First National shall also provide this notice to all applicants for new deposit accounts or credit at the time of application.

12. First National shall adopt a written sexual harassment policy that includes a prohibition against the sexual harassment of customers, borrowers, and applicants for credit with the Bank. The Bank shall also establish a complaint procedure for sexual harassment complaints and publicize the means by which individuals can file a complaint with First National about statements or actions of Bank employees and agents that relate to the rights to obtain credit free of sexual harassment protected by ECOA and the FHA. Within thirty (30) days of the entry of this Decree, First National shall submit its proposed sexual harassment policy and complaint procedure to the United States for approval. The United States shall respond to the Bank's proposal within thirty (30) days of its receipt. If the United States objects to any part of the Bank's proposal, the parties shall have thirty (30) days to resolve their disagreement. If they are unable to do so, the parties shall submit the dispute to the Court for resolution. The Bank shall implement the sexual harassment policy and complaint procedure within ten (10) days of approval by the United States or determination by the Court.

13. The Bank's sexual harassment policy and complaint procedure shall include, but not necessarily be limited to: (a) the identity of the Bank employee(s) or agent(s) to whom complaints should be submitted; (b) a provision for the written or verbal submission of complaints; (c) a provision requiring that the complaining party or parties be provided with a copy of the Bank's full sexual harassment policy and complaint procedure, as well as the name and contact information of persons or entities outside the Bank to whom the complaint may also be submitted, including the Housing and Civil Enforcement Section of the Civil Rights Division of the U.S. Department of Justice; and (d) a procedure for the prompt investigation and resolution of any complaint, including a written explanation for the complainant of the results of the investigation or the resolution to the complaint.
14. The sexual harassment policy and complaint procedure shall be posted and prominently displayed in the lobby of the Bank's headquarters and each branch office.

#### **IV. MONETARY DAMAGES TO AGGRIEVED PERSONS**

15. Defendant First National will pay a total of one hundred thirty thousand dollars (\$130,000.00) in monetary damages to persons whom the United States has identified as aggrieved persons. Defendant Anderson will pay a total of one hundred twenty thousand dollars (\$120,000.00) in monetary damages to persons whom the United States has identified as aggrieved persons. A list of such persons and the specific amount to be paid by each defendant to each such person is attached as Appendix A. Within ten (10) days of the date of entry of this Consent Decree, Defendants First National and Anderson shall deliver to counsel for the United States a check for each identified aggrieved person,

made payable to the aggrieved person for the amount listed next to their name in Appendix A.

16. No aggrieved person shall be paid until the United States has received from that person the signed release at Appendix C. When counsel for the United States has received a check from Defendants payable to an aggrieved person and a signed release in the form of Appendix C from that aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for Defendant First National with a copy to counsel for Defendant Anderson.
17. Within ten (10) days of the date of this Consent Decree, Defendant First National and Defendant Anderson shall each deposit an additional sum of twenty-five thousand dollars (\$25,000.00) into an interest-bearing account (hereinafter "Settlement Fund") for the purpose of paying monetary damages to persons whom the Court determines may have been harmed by Defendants' discriminatory actions (hereinafter "additional aggrieved persons"). Within five (5) days thereafter, the Defendants shall submit proof to counsel for the United States that this Settlement Fund has been established and that the funds have been deposited.
18. Within sixty (60) days after entry of this Consent Decree, the Defendants shall arrange and publish a Notice to Potential Victims of Discrimination (hereinafter "Notice"), as set out in Appendix D, as follows:
  - a. The Notice shall be published on at least four (4) occasions in the Pontotoc Progress;

- b. The Notice shall be published on at least four (4) occasions in the Northeast Mississippi Daily Journal, including at least two (2) occasions on Sunday;
  - c. The Notice shall be published each time in a space measuring at least one-quarter (1/4) of a page; and
  - d. Defendants shall provide a copy of the newspapers containing each such notice to counsel for the United States within ten (10) days of the date of the publication of the Notice.
19. Within sixty (60) days of the date of entry of this Consent Decree, First National shall mail a copy of this Notice, Appendix D, to all its female applicants for credit, as defined by ECOA, 15 U.S.C. §1691a(b) and (d), who may have dealt with Defendant Anderson between January 1, 1999, and May 31, 2004, in the course of Anderson's employment with the Bank. A list of such individuals and their addresses, where known, will be provided to counsel for the Bank by the United States. Within ten (10) days after the mailing, Defendant First National shall provide to counsel for the United States a signed statement attesting to the fact that the Bank has complied with this provision of the Consent Decree.
20. Additional aggrieved persons, as described above in Paragraph 17, shall have one hundred eighty (180) days from the effective date of this Consent Decree to contact the United States in response to the Notice.
21. Nothing in this Consent Decree shall prevent the United States from making any additional efforts it deems necessary to locate and provide notice to potential aggrieved persons. Upon notice to Defendants' counsel, Defendants shall produce any records in

the possession or control of either Defendant, or its/his agents or employees, that the United States believes to be useful in identifying additional persons who may be entitled to relief under this Consent Decree.

22. The United States shall investigate the claims of the potential aggrieved persons and, within two hundred forty (240) days of the date of this Consent Decree, shall make preliminary determinations of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Defendant in writing of its preliminary determinations, together with a copy of a sworn declaration from each additional aggrieved person setting forth the factual basis of the claim. The Defendant shall have thirty (30) days from the date they receive this information to review it and provide the United States with any documents or information that they believe may refute the claim.
23. After receiving the Defendants' documents or information, the United States shall submit its final recommendations to the Court for approval, identifying the additional aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or information submitted by Defendants. Within ten (10) days of the date of a Court order providing for the distribution of funds to the additional aggrieved persons, Defendants shall deliver to counsel for the United States checks payable to each of the additional aggrieved persons in the amounts approved by the Court.
24. In no event shall the aggregate of all checks to the additional aggrieved persons exceed the sum of fifty thousand dollars (\$50,000.00) plus accrued interest. No additional

aggrieved person shall be paid until the United States has received from that person the signed release at Appendix C.

25. When counsel for the United States has received a check from Defendants payable to an additional aggrieved person and a signed release in the form of Appendix C from the additional aggrieved person, counsel for the United States shall deliver the check to the additional aggrieved person and the original, signed release to counsel for Defendant First National with a copy to counsel for Defendant Anderson.
26. After the satisfaction of Paragraphs 15-25, and expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to Defendants in equal amounts.

#### **V. CIVIL PENALTY**

27. Within fifteen (15) days of the date of entry of this Consent Decree, Defendant First National shall pay the sum of five thousand dollars (\$5,000.00) to the United States as a civil penalty to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C). Also within fifteen (15) days of the date of entry of this Consent Decree, Defendant Anderson shall pay the sum of forty-five thousand dollars (\$45,000.00) to the United States as a civil penalty to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C). These payments shall be delivered to counsel for the United States in the form of checks payable to “United States Treasury.”
28. In the event that either First National or Anderson engages in any future violation(s) of the FHA, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d).

## VI. TRAINING

29. Within ten (10) days of the entry of this Consent Decree, First National shall provide copies of this Consent Decree to all Bank loan officers, loan secretaries, collectors, Loan Department personnel, tellers, Compliance Department personnel, and the Internal Auditor (“covered Bank employees”). Within ten (10) days of final approval of the First National’s sexual harassment policy and complaint procedure (see Section III above), the Bank shall provide copies of that policy and procedure to all covered Bank employees. The Bank shall secure signed statements, conforming to Appendices E and F, from each such employee acknowledging that s/he has received, read, and understands the Consent Decree and the sexual harassment policy and complaint procedure, and has had her or his questions about the Consent Decree and the sexual harassment policy and complaint procedure answered. Copies of those signed statements shall be provided to the United States in accordance with the provisions of Paragraph 32.
30. Within one hundred twenty (120) days of the entry of this Consent Decree, First National shall provide training focused on the prohibition of sexual harassment under federal fair lending laws, including the FHA and ECOA, for all covered Bank employees. The training shall be conducted by a qualified third party, approved by the United States and unconnected to First National or Anderson, or their employees, agents, or counsel. Any expenses associated with this training shall be borne by First National. Those who attend the training shall be required, for each such training event attended, to sign a certification of completion conforming to Appendix G. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 32.

31. During the term of this Consent Decree, each new covered Bank employee shall be given a copy of this Consent Decree and the Bank's sexual harassment policy. Each such new covered Bank employee shall sign statements conforming to Appendices E and F. Within thirty (30) days of the date of hire of any new covered Bank employee, First National shall provide training focused on the prohibition of sexual harassment under federal fair lending laws, including the FHA and ECOA, for the covered employee. The training shall be conducted by a qualified third party, approved by the United States and unconnected to First National or Anderson or their employees, agents, or counsel. A videotaped training session by such a qualified third party may be shown to new covered Bank employees in satisfaction of this paragraph. Any expenses associated with this training shall be borne by First National. Those who attend the training shall be required, for each such training event attended, to sign a certification of completion conforming to Appendix G. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 32.

#### **VII. REPORTING AND RECORD-KEEPING REQUIREMENTS**

32. Within one hundred twenty (120) days of the entry of this Consent Decree, and thereafter on the anniversary of the entry of this Consent Decree, First National shall submit to the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the anniversary of this Consent Decree. The compliance report shall include: (a) the signed statement and certification of each agent and employee referred to in paragraphs 29-31 obtained since entry of the Consent Decree or submission of the prior report; (b) a copy of the then-current sexual harassment policy and complaint procedure;

(c) copies of any advertisements, pamphlets, brochures or other promotional literature concerning the Bank published since submission of the prior report; and (d) photographs showing the notice of non-discrimination described in Paragraph 9 posted and publicly displayed within the headquarters and branch offices of First National.

33. During the term of this Decree, Defendants shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against either Defendant,<sup>2</sup> or Defendants' agents or employees, regarding sex discrimination or sexual harassment in connection with the extension of credit. If the complaint is written, Defendant(s) shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant(s) shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States in writing within fifteen (15) days of the terms of any resolution of such complaint.
34. First National shall continue to preserve records as it has during the pendency of this lawsuit until the completion of the process of identifying and compensating additional aggrieved persons as set forth in Paragraphs 11 and 18-25 above. Thereafter, and continuing for the duration of this Consent Decree, First National shall preserve all loan documents and other records of applications for the extension of credit from March 2000 forward, but may otherwise resume its standard records retention practices. Upon reasonable notice to First National, representatives of the United States shall be permitted

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<sup>2</sup> The provisions of this Paragraph shall apply to Defendant Anderson only in the event that he again becomes active in the business of extending credit and/or of engaging in residential real estate-related transactions during the term of this Decree.

to inspect and copy any of the Bank's records related to this Consent Decree, provided, however, that the United States shall endeavor to minimize any inconvenience to First National.

#### **VIII. SUCCESSOR IN INTEREST**

35. In the event that during the term of this Decree ownership of First National is transferred or sold, in whole or in part, First National shall notify the United States. First National shall provide the United States with written notification at the same time that it notifies its federal bank regulator of the proposed sale or transfer and, in any event, no less than thirty (30) days prior to completion of the sale or transfer. The written notification shall include the identity of the potential purchaser or entity to whom ownership is being transferred.

#### **IX. MODIFICATIONS, ATTORNEYS FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE**

36. Any time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the parties. The other provisions of this Consent Decree may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective thirty (30) days from the date of the filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Decree or until such time as the Court indicates through a written order that it has not approved the modification.
37. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Paragraph 38 below.

38. The parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Decree or otherwise to comply with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may have been occasioned by the Defendant's violation or failure to perform.

#### **X. RETENTION OF JURISDICTION**

39. This Consent Decree shall be in effect for a period of five (5) years from its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time this case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice.

**IT IS SO ORDERED:**

This 6<sup>th</sup> day of November, 2007.

/s/ Michael P. Mills  
**CHIEF JUDGE**  
**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF MISSISSIPPI**

Approved as to form and substance:

For Defendant First National Bank:

s/W. Davis Frye  
W. Davis Frye  
Robert E. Hauberg, Jr.  
Baker, Donelson, Bearman, Caldwell &  
Berkowitz, PC  
Meadowbrook Office Park  
4268 I-55 North  
Jackson, MS 39211

For Defendant William W. Anderson, Jr.:

s/Cameron Abel  
Grady F. Tollison, Jr.  
Cameron Morgan Abel  
Tollison Law Firm, P.A.  
P.O. Box 1216  
Oxford, MS 38655-1216

For the United States:

s/Burtis M. Dougherty  
STEVEN H. ROSENBAUM  
Chief  
DONNA M. MURPHY  
Deputy Chief  
(D.C. Bar #438436)  
BURTIS M. DOUGHERTY  
Lead Counsel  
(D.C. Bar # 225003)  
TANYA ILONA KIRWAN  
(Maryland Bar)  
U.S. Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
(NWB)  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

APPENDIX A  
Identified Aggrieved Persons and Amounts to be Paid

	<u>Total Amount Due</u>	<u>Amount Due From Defendant First National</u>	<u>Amount Due From Defendant Anderson</u>
Onnie Mae Betts	\$12,000.00	\$6,000.00	\$6,000.00
Nicole Shenell Bowens	\$32,000.00	\$16,000.00	\$16,000.00
Latonya Cockrell	\$16,000.00	\$8,000.00	\$8,000.00
Stacey Conaway	\$10,000.00	\$5,000.00	\$5,000.00
Glendina Cooperwood	\$52,400.00	\$31,200.00	\$21,200.00
Allison Dandridge	\$13,600.00	\$6,800.00	\$6,800.00
Shonta Chewe Edwards	\$8,000.00	\$4,000.00	\$4,000.00
Janice Fields	\$8,000.00	\$4,000.00	\$4,000.00
Rena Harden	\$12,000.00	\$6,000.00	\$6,000.00
Angela Hobson	\$36,000.00	\$18,000.00	\$18,000.00
Annette Porter	\$10,000.00	\$5,000.00	\$5,000.00
Tina Galloway Potts	\$12,000.00	\$6,000.00	\$6,000.00
Amanda Russell	\$12,000.00	\$6,000.00	\$6,000.00
Brenda Stroud	\$8,000.00	\$4,000.00	\$4,000.00
Zabrina Williams	\$8,000.00	\$4,000.00	\$4,000.00

APPENDIX B  
Notice

**NOTICE OF NON-DISCRIMINATION**

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

**UNDER THE FAIR HOUSING ACT, IT IS ILLEGAL TO DISCRIMINATE IN MAKING, OR IN THE TERMS AND CONDITIONS OF, A RESIDENTIAL LOAN:**

- **Because of sex, race, color, religion, handicap, familial status, or national origin.**

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

- **On the basis of sex, race, color, national origin, religion, marital status, or age;**
- **Because income is derived 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:**

**United States Department of Justice  
Civil Rights Division  
Chief, Housing and Civil  
Enforcement Section  
1800 G Street, N.W., Suite 7002  
Washington, D.C. 20006**

**or call the United States Department of Justice toll-free: 1-800-896-7743 or 1-888-305-3228 (TDD)**

APPENDIX C  
Release

In consideration for the parties' agreement to the terms of the Consent Decree entered in United States v. First National Bank of Pontotoc and William W. Anderson, Jr., Civil No. 3:06cv061-M-D (N.D. Miss.), and Defendant First National Bank of Pontotoc and Defendant William W. Anderson's payment to me of \$\_\_\_\_\_, pursuant to the Consent Decree, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the housing and credit discrimination alleged in that litigation up to and including the date of execution of this release, that I may have against any of the Defendants, First National Bank of Pontotoc and William W. Anderson, Jr., all related entities, parents, predecessors, successors, subsidiaries, and affiliates, and all of their past and present directors, officers, agents, managers, supervisors, shareholders and employees and their heirs, executors, administrators, successors or assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

APPENDIX D

Notice

**NOTICE TO POTENTIAL VICTIMS OF DISCRIMINATION**

On \_\_\_\_\_, 2007, the United States District Court for the Northern District of Mississippi entered a Consent Decree resolving a lawsuit brought by the United States against the First National Bank of Pontotoc (hereinafter "First National") and William W. Anderson, Jr. (hereinafter "Anderson"). The lawsuit alleged that First National and Anderson, a former vice president, loan officer, and branch manager of First National, violated the Fair Housing Act and the Equal Credit Opportunity Act through Anderson's pattern or practice of sexually harassing female Bank customers in connection with certain credit transactions, including residential real estate-related loans.

The Consent Decree also establishes a Settlement Fund to compensate persons who have been harmed as a result of this sexual harassment. You may be qualified to recover from the Settlement Fund if you:

- were subjected to offensive and unwanted verbal sexual statements made by Anderson while conducting business at First National;
- were subjected to offensive and unwanted sexual touching and/or solicitations for sex by Anderson while conducting business at First National; and/or
- were subjected to offensive and unwanted demands for sexual favors in return for favorable action on Anderson's part with respect to residential real estate-related loans and/or other credit transactions.

*If you believe you fall into one of these categories and have been harmed, or if you have information about someone else who may have been sexually harassed, please contact the United States Department of Justice at: **1-800-896-7743** and select menu option four.*

*You may also write to:*

***United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
1800 G Street, N.W., Suite 7002  
Washington, DC 20006  
Attn: DJ# 188-40-5***

**Your telephone message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.**

APPENDIX E  
Employee Acknowledgment – Consent Decree

I acknowledge that on \_\_\_\_\_, 200\_\_, I was provided a copy of the Consent Decree entered by the Court in United States v. First National Bank of Pontotoc and William W. Anderson, Jr., Civil No. 3:06cv061-M-D (N.D. Miss.). I have read and understand this document and have had my questions about this document answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

APPENDIX F

Employee Acknowledgment – Sexual Harassment Policy and Complaint  
Procedure

I acknowledge that on \_\_\_\_\_, 200\_\_, I was provided a copy of the sexual harassment policy and complaint procedure of the First National Bank of Pontotoc. 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 G  
Employee Training Certification

I certify that on \_\_\_\_\_, 200\_\_, I received training with respect to my responsibilities under the Consent Decree entered by the Court in United States v. First National Bank of Pontotoc and William W. Anderson, Jr., Civil No. 3:06cv061-M-D (N.D. Miss.) and the federal fair lending laws and the federal Fair Housing Act. 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