

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
) Civil Action 3:23-cv-01232 MMH-LLL
 v.)
)
 AMERIS BANK,)
)
 Defendant.)
 _____)

CONSENT ORDER

I. INTRODUCTION

The Parties jointly submit this Consent Order for approval and entry by the Court. The Order resolves all claims of the United States of America (“United States”) simultaneously filed in a Complaint, alleging that Ameris Bank (“Ameris” or “the Bank”) engaged in a pattern or practice of redlining in violation of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601–3619, the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. §§ 1691–1691f, and Regulation B, 12 C.F.R. § 1002.1 et seq., by discriminating on the basis of race, color, and national origin. Specifically, the United States alleges that Ameris engaged in redlining by avoiding providing home loans and other mortgage services in majority-Black and Hispanic census tracts in the Bank’s self-designated assessment area in Jacksonville, Florida (“Jacksonville assessment area”) and engaged in discriminatory conduct that would discourage mortgage applications from prospective applicants who are residents of, or seeking credit in,

majority-Black and Hispanic census tracts in the Jacksonville assessment area. The Bank denies the allegations in the Complaint except that, for the purposes of this Consent Order, the Bank admits facts necessary to establish this Court's jurisdiction over it and over the subject matter of this action. The Bank maintains that it was in compliance with applicable law at all times, but seeks to resolve this matter in order to avoid prolonged litigation.

The Court has jurisdiction over the Parties and subject matter of this action. There have been no factual findings or adjudication in this case. The Parties enter into this Consent Order to voluntarily resolve all claims arising from the conduct alleged in the Complaint. Entry of this Consent Order is in the public interest. The Parties agree that the full implementation of the terms in this Consent Order will provide a resolution to the claims asserted in the Complaint in a manner consistent with Ameris' legitimate business interests.

II. BACKGROUND

Ameris is a state-chartered financial institution headquartered in Atlanta, Georgia. Ameris offers commercial, consumer, and mortgage banking services. Ameris currently operates 164 full-service branches and 32 loan production offices across nine states, primarily in the Southeast. The Bank currently operates 18 branches in the Jacksonville assessment area. As of December 31, 2022, Ameris had total assets of approximately \$25 billion.

On January 18, 2022, the United States notified Ameris that it was opening an investigation focused on the Jacksonville, Florida metropolitan area into whether

Ameris had engaged in lending discrimination in violation of the FHA and ECOA. After conducting its investigation and reviewing the information provided by the Bank, the United States contends that, from 2016 through at least 2021, Ameris, in the Jacksonville assessment area, avoided serving the credit needs of borrowers in majority-Black and Hispanic census tracts and discouraged borrowers in majority-Black and Hispanic census tracts from obtaining mortgage loans, while acting to serve the credit needs for borrowers in majority-white census tracts. The Bank denies the allegations that it engaged in redlining.

III. TERMS OF THE ORDER

A. Definitions

1. For purposes of this Consent Order:
 - a. Ameris' "Jacksonville assessment area" consists of four counties in Florida: Duval, Clay, St. Johns, and Baker.
 - b. A "majority-Black and Hispanic" census tract is one where more than 50 percent of the residents are identified as either "Black or African American" or "Hispanic or Latino" by the United States Census Bureau.
 - c. A "majority-white" census tract is one where more than 50 percent of the residents are identified as "non-Hispanic white" by the United States Census Bureau.
 - d. The "Effective Date" is the date that this Consent Order is entered by the Court.

B. Fair Lending Compliance

i. Maintenance of Committee and Policy

2. In 2022, Ameris established a Fair Lending Committee: a senior-executive-level committee that meets at least quarterly to provide management direction, oversight, and accountability on fair lending issues and to develop action plans for the Bank's markets with increased risks. For the term of this Consent Order, Ameris will maintain its Fair Lending Committee at the senior-executive level.

3. In 2021, Ameris adopted a Fair Lending Policy (integrating prior-established stand-alone FHA and ECOA policies). For the term of this Consent Order, Ameris will maintain the Fair Lending Policy, subject to any changes proposed in Ameris' Fair Lending Plan required by Section III.B.ii and non-objected to by the United States. For the term of this Consent Order, Ameris will notify the United States in writing of any material changes to Ameris' Fair Lending Policy. All material changes are subject to non-objection by the United States.

ii. Compliance Consultant and Fair Lending Plan

4. Within 120 days of the Effective Date, the Bank will submit to the United States a detailed evaluation of the Bank's fair lending program as it relates to fair lending obligations and lending in majority-Black and Hispanic census tracts across its markets. At a minimum, the evaluation will include: (1) a review and recommended revisions, as necessary, of the Bank's fair lending policies and practices; (2) an analysis of the Bank's policies and practices related to the location of branches, including the selection of locations and consolidation or closure of branch locations; (3) an analysis

of loan officers' solicitation of applications, outreach, training, oversight/monitoring, and compensation; (4) an analysis of marketing and advertising; and (5) an analysis of existing fair lending compliance monitoring, including Ameris' formal process for ongoing statistical monitoring of mortgage underwriting, pricing, and redlining risk and, if increased risks have been identified, the process for formal reporting, corrective action, and remediation of those risks.

5. The fair lending program evaluation will be conducted by an independent, qualified third-party consultant selected by the Bank, subject to non-objection by the United States. Ameris will bear all costs associated with the consultant. Within 60 days of the Effective Date, the Bank will submit the qualifications of the third-party consultant to the United States. If the United States objects to the selected third-party consultant, within 30 days of the United States' objection, Ameris will identify and propose a new third-party consultant and submit their qualifications to the United States for non-objection.

6. Within 180 days of the Effective Date, the Bank will submit a Fair Lending Plan to the United States for non-objection. The Fair Lending Plan will explain which of the consultant's recommendations the Bank will adopt, when and how it will adopt and implement them, and identify the employee(s) responsible for implementation. If the Bank declines to adopt or implement a recommendation, the report will include an explanation of the decision.

7. If the United States objects to any portion of Ameris' Fair Lending Plan, Ameris will make revisions and resubmit its proposal within 30 days of receiving the

objection. The Bank will begin implementing its Fair Lending Plan within 30 days of receiving approval from the United States or as soon as practicable in view of other regulatory considerations.

8. For the term of this Order, Ameris will notify the United States in writing of any material changes to Ameris' Fair Lending Plan. All material changes are subject to non-objection by the United States.

C. Fair Lending Training

9. Within 60 days of the Effective Date, Ameris will provide a copy of the Complaint and Consent Order in this matter to senior management with fair lending and marketing oversight and all employees located in, or serving, the Jacksonville assessment area with substantive involvement in mortgage lending, marketing, fair lending or Community Reinvestment Act ("CRA") compliance, or who have management responsibility over such employees (collectively, "the Relevant Bank Staff") as well as all members of the Board of Directors ("Board Members").

10. Ameris will provide an opportunity for the Relevant Bank Staff and Board Members to ask any questions concerning the Complaint and Consent Order, and the Bank will provide answers. Ameris will implement a system for each individual to acknowledge that they received a copy of this Complaint and Consent Order and had the opportunity to ask questions.

11. Ameris will continue to provide annual training to the Relevant Bank Staff on Ameris' obligations under ECOA, Regulation B, and the FHA. Ameris has

selected an independent, qualified third-party trainer to whom the United States does not object.

12. Within 60 days of the Effective Date, and annually for the term of this Consent Order, Ameris will also provide supplemental fair lending training(s), including a segment on redlining in particular, and training(s) on Ameris' obligations under this Consent Order to Relevant Bank Staff and Board Members. These training(s) will be live, virtual, and interactive and will be provided by Ameris' Director of Regulatory Compliance. Ameris will implement a system for each individual to acknowledge that they completed the fair lending training(s). Within 45 days of the Effective Date, Ameris will submit an updated training curriculum and materials to the United States for non-objection.

13. Within 75 days of the Effective Date, Ameris will provide a report to the United States that includes the individual acknowledgements of Relevant Bank Staff and Board Members to whom the Consent Order was delivered in accordance with Paragraphs 9 and 10 and acknowledgements for Relevant Bank Staff and Board Members who attended the trainings described in Paragraphs 11 and 12. As part of the report, Ameris will provide a list of all persons and their titles to whom the Consent Order was delivered and a list of Relevant Bank Staff and Board Members who were required to attend the respective trainings. For the training described in Paragraph 12, Ameris will also provide the United States with the total run time of the live training(s) and all written training materials, including visual aids and handouts presented in training.

14. For annual trainings for the term of this Consent Order, as part of its reporting requirements in Section IV.C, Ameris will provide a report to the United States that includes individual acknowledgements that each Relevant Bank Staff and Board Member completed annual fair lending training(s) as required in Paragraphs 11 and 12 and a list of Relevant Bank Staff and Board Members who were required to complete the training(s).

15. Ameris will notify the United States, in writing, of any proposed changes to the third-party trainer, or material changes to the training curriculum(s) of the third-party trainer or the Director of Regulatory Compliance, and all changes are subject to non-objection by the United States.

16. Ameris will provide any individual who becomes a Relevant Bank Staff member or Board Member with a copy of the Complaint and Consent Order within 30 days of beginning the covered position, and will provide the individual with the opportunity to ask questions, as discussed in Paragraph 10. No later than 45 days after an individual becomes a Relevant Bank Staff or Board Member, Ameris will provide a report to the United States that includes individual acknowledgements that the Relevant Bank Staff or Board Member received a copy of the Complaint and Consent Order and was given the opportunity to ask questions.

17. Any individual who becomes a Relevant Bank Staff member will, within 60 days of beginning the covered position, receive the third-party training discussed in Paragraph 11. No later than 90 days after the Relevant Bank Staff begins the covered

position, Ameris will provide the individual acknowledgements to the United States that the Relevant Bank Staff completed fair lending training.

18. Ameris will bear all costs associated with the trainings.

D. Community Credit Needs Assessment

19. In 2022, Ameris commissioned a Community Credit Needs Assessment for majority-minority census tracts in Jacksonville, which included analysis of those tracts which are majority-Black and Hispanic census tracts in the Jacksonville assessment area. A Community Credit Needs Assessment is a research-based market study to help a lender identify the needs for financial services in an area.

20. Within 14 days of the Effective Date, Ameris will ensure that the 2022 Community Credit Needs Assessment is presented to all Ameris committees and employees responsible for overseeing fair lending compliance if they have not already been provided with a copy.

21. Within 60 days of the Effective Date, Ameris will submit a remedial plan that details, in light of the recommendations made in the Community Credit Needs Assessment, the actions that Ameris proposes to take to comply with the requirements of the Consent Order (e.g., physical expansion, loan subsidy, community partnerships, advertising, and outreach), including specific timeframes and implementations of these actions. The proposals within the remedial plan will be subject to non-objection by the United States.

E. Director of Community Lending

22. Within 90 days of the Effective Date, Ameris will hire or designate an employee for the full-time position of the Director of Community Lending with the responsibility of overseeing the development of Ameris' lending in majority-Black and Hispanic census tracts in the Jacksonville assessment area. Ameris will maintain this position throughout the term of the Consent Order. If a new Director of Community Lending is appointed at any time during the term of this Consent Order, Ameris will notify the United States in writing within 10 days of the staffing change.

23. The Director of Community Lending will be a senior officer who reports to a member of the Bank's executive team who, in turn, reports directly to Ameris' Chief Executive Officer. The supervising member of the executive team will be responsible for overseeing Ameris' compliance with the Consent Order and will provide at least quarterly reports to Ameris' Chief Executive Officer and the Board of Directors regarding the implementation and administration of all aspects of Ameris' compliance with the Consent Order and Ameris' activities in the Jacksonville assessment area related to the following:

- a. monitoring loan officers' solicitation and origination of loans in majority-Black and Hispanic census tracts, including the loan subsidy fund described herein;
- b. coordinating the Bank's involvement in community lending initiatives and outreach programs;
- c. encouraging and developing more mortgage lending within majority-

Black and Hispanic census tracts;

- d. promoting financial education;
- e. providing financial counseling; and
- f. building relationships with community groups.

F. Physical Expansion in Majority-Black and Hispanic Census Tracts

24. Subject to appropriate regulatory approval and considering the Community Credit Needs Assessment, Ameris will open or acquire one new full-service branch located in a majority-Black and Hispanic census tract located north of the St. Johns River in the Jacksonville assessment area. The full-service branch will be in a retail-oriented space in a visible location and have signage that is visible to the general public. The specific site of the full-service branch will be subject to non-objection by the United States. Consistent with Ameris' other full-service branches in the Jacksonville assessment area, the new branch will provide Ameris' complete range of products and services, will maintain hours of operation consistent with the range of hours maintained at other Ameris branches in the Jacksonville assessment area, and will accept first-lien mortgage loan applications.

25. Ameris will make all reasonable efforts to open the new full-service branch within 24 months of the Effective Date. If Ameris fails to open the full-service branch within 24 months of the Effective Date, Ameris will provide to the United States a written proposal describing how it will comply with Paragraph 24. Ameris will maintain the new full-service branch for the term of this Order.

26. Additionally, Ameris will maintain its Normandy and Ortega branches for the term of this Consent Order. Consistent with Ameris' other full-service branches, for the term of the Consent Order, the Normandy and Ortega branches will continue to provide Ameris' complete range of products and services, will maintain their current hours of operation, and will continue to accept first-lien mortgage loan applications.

27. Ameris will evaluate future opportunities for expansion within its Jacksonville assessment area, whether by merger, acquisition, or opening new branches or loan production offices, in consideration of the goals of this Consent Order and the Community Credit Needs Assessment. During the term of the Consent Order, Ameris will notify the United States of any plans to open or acquire any new branches within its Jacksonville assessment area at the same time that it notifies other regulators.

28. In 2022, Ameris hired two CRA mortgage bankers to serve its Jacksonville assessment area utilizing a competitive compensation structure. Within 24 months of the Effective Date, Ameris will establish an additional CRA mortgage banker position with the same compensation structure. Upon hiring the third CRA mortgage banker, for the term of this Consent Order, Ameris will maintain no fewer than three full-time CRA mortgage bankers to solicit mortgage applications primarily in majority-Black and Hispanic census tracts in Ameris' Jacksonville assessment area. These CRA mortgage bankers will not be precluded from also originating loans for applicants outside of majority-Black and Hispanic census tracts in the Jacksonville assessment area.

29. Once the full-service branch required by this Section has been established, Ameris will assign at least one mortgage banker or CRA mortgage banker to the branch for the term of this Consent Order.

G. Loan Subsidy Program

30. Ameris will invest a minimum of \$7,500,000 in a loan subsidy fund with the goal of increasing credit for home mortgage loans, home improvement loans, and home refinance loans extended in majority-Black and Hispanic census tracts in its Jacksonville assessment area. No more than 25 percent of the loan subsidy fund may be used for home refinance loans.

31. Ameris will use the loan subsidy fund to subsidize home mortgage, home improvement, and/or refinance loans made to “qualified applicants.” A “qualified applicant” is anyone who:

- a. applies for a mortgage for a residential property located in a majority-Black and Hispanic census tract in the Jacksonville assessment area that will serve as the applicant’s primary residence, or
- b. resides in a majority-Black and Hispanic census tract in the Jacksonville assessment area and applies for a mortgage for a residential property located in the Jacksonville assessment area that will serve as the applicant’s primary residence.

32. Loan subsidies under the loan subsidy fund can be provided through any (or a combination) of the following means:

- a. originating a loan for a home purchase, refinancing, or home

improvement at an interest rate or points below the otherwise prevailing market interest rate or points offered by Ameris;

- b. down payment assistance in the form of a direct grant;
- c. closing cost assistance in the form of a direct grant;
- d. payment of the initial mortgage insurance premium on loans subject to such mortgage insurance; and
- e. any other assistance measures approved by the United States.

33. Ameris may offer more than one or all of the forms of assistance listed in the paragraph above, but Ameris will offer qualified applicants the choice of at least two such forms of assistance from which they may select. The combined form of subsidies cannot exceed \$20,000 per loan origination for qualified applicant(s).

34. No provision of the Consent Order, including any loan subsidy or equivalent program, requires Ameris to make any unsafe or unsound loan or to make a loan to a person who is not qualified for the loan based upon lawful, nondiscriminatory terms; however, Ameris may choose to apply more flexible underwriting standards in connection with its programs under this Consent Order. Ameris' underwriting standards applied to residents of majority-Black and Hispanic census tracts must be no less favorable than the standards applied in majority-white census tracts.

H. Community Development Partnerships

35. Ameris will spend a minimum of \$120,000 per year (or \$600,000 over the term of the Consent Order) on partnerships with one or more community-based or

governmental organizations to provide the residents of majority-Black and Hispanic census tracts in the Jacksonville assessment area with services related to credit, financial education, homeownership, and foreclosure prevention. Ameris will develop these partnerships in a manner consistent with achieving the goals of the Consent Order.

36. Within 180 days of the Effective Date, Ameris will submit a proposal to the United States describing how it will implement the requirements of Paragraph 35. The proposal will include an explanation of its proposed partner(s). The proposal should also describe, to the extent available, Ameris' plans to implement the partnership(s), as well as a description of how the partnership(s) will be used to meet the credit needs identified in the Community Credit Needs Assessment. The proposal will be subject to non-objection by the United States.

37. Ameris will evaluate the partnership(s) outlined in Paragraph 35 annually, including by considering the Community Credit Needs Assessment, in order to identify any needed changes to the program or to better assist residents of majority-Black and Hispanic census tracts in the Jacksonville assessment area in obtaining credit. Ameris will present a summary of its evaluation and any proposed changes to the United States as part of its annual reporting requirement under Section IV.C. Any proposed changes will be subject to non-objection by the United States.

I. Advertising, Community Outreach, and Consumer Education

38. Ameris will spend at least \$180,000 per year (or \$900,000 over the term of the Consent Order) on advertising, outreach, and consumer financial education,

targeted to residents of majority-Black and Hispanic census tracts in the Jacksonville assessment area.

39. Within 180 days of the Effective Date, Ameris will submit an Advertising, Outreach, and Education Plan (“Outreach Plan”) to the United States detailing how it will spend these funds for the term of the Consent Order. The Outreach Plan will include an explanation of why Ameris selected certain approaches and community partnerships and to the extent available in advance of implementation, how Ameris’ advertising, community outreach, education, and credit counseling initiatives will meet the credit needs identified in the Community Credit Needs Assessment. The Outreach Plan will be subject to non-objection by the United States. If the United States objects to any portion of the Outreach Plan, Ameris will make revisions and resubmit its proposal within 30 days of receiving the United States’ written objection. Ameris will begin implementation of its Outreach Plan within 30 days of receiving written non-objection from the United States.

40. Ameris will evaluate the strategies outlined in its Outreach Plan annually, including by considering the Community Credit Needs Assessment, to identify any changes necessary to better assist residents of majority-Black and Hispanic census tracts in its Jacksonville assessment area in obtaining credit. Ameris will present a summary of its evaluation and any proposed changes to the United States as part of its annual reporting requirement under Section IV.C. Any proposed changes will be subject to non-objection by the United States.

i. Advertising

41. Ameris will advertise its residential loan products to majority-Black and Hispanic census tracts in its Jacksonville assessment area and will target advertising to generate mortgage loan applications from qualified applicants in these census tracts. Ameris' advertising may include print media, radio, digital advertising, social media, television, direct mail, billboards, and any other appropriate medium to which the United States does not object. These advertisements must include similar information to other advertisements by Ameris. Ameris must advertise its mortgage lending services and products to majority-Black and Hispanic census tracts in its Jacksonville assessment area at least to the same extent that it advertises its mortgage lending services and products to majority-white census tracts in its Jacksonville assessment area.

42. Ameris will create point-of-distribution materials, such as posters and brochures, targeted toward majority-Black and Hispanic census tracts, to advertise products and services. Ameris will place or display these promotional materials in its branch offices in and around majority-Black and Hispanic census tracts.

43. All of Ameris' print advertising and promotional materials, as described in paragraph 42, referencing residential mortgage loans will contain an equal housing opportunity logo, slogan, or statement. All radio or television advertisements will include an audible statement that Ameris is an "Equal Opportunity Lender" or "Equal Housing Lender."

ii. Outreach

44. Ameris will provide at least six (6) outreach programs per year during the term of the Consent Order for real estate brokers and agents, developers, and public or private entities engaged in residential real estate-related business in majority-Black and Hispanic census tracts in the Jacksonville assessment area to inform them of its products and services and to develop business relationships.

45. To satisfy this outreach requirement, Ameris also may underwrite or sponsor non-profit events in support of the majority-Black and Hispanic census tracts in its Jacksonville assessment area that are related to building relationships within those areas and designed to generate applications for home mortgages.

iii. Consumer Financial Education

46. Ameris will develop a consumer financial education program designed to provide information, training, and counseling services about consumer finance and credit establishment to individuals in majority-Black and Hispanic census tracts in its Jacksonville assessment area.

47. Ameris will provide a minimum of eight (8) seminars per year, during the term of the Consent Order, targeted and marketed toward residents in majority-Black and Hispanic census tracts in the Jacksonville assessment area and held in locations intended to be convenient to those residents. These seminars will cover credit counseling, financial literacy, and other related consumer financial education, to help identify and develop qualified loan applicants from those areas.

48. Ameris may develop and provide the consumer education seminars described in Paragraphs 46 and 47 in conjunction with the community-based or governmental organization with which Ameris partners as described in Section III.H.

49. Ameris may conduct the outreach programs and consumer education seminars described in Paragraphs 46 and 47 by hosting in-person events offered at a location reasonably convenient to the attendees or by hosting virtual events, but may not host all of the events for the year virtually. Within 60 days of the Effective Date, as part of the Outreach Plan described in Paragraph 39, Ameris will submit to the United States a list of its planned outreach programs and consumer education seminars for the first 12 months of the Consent Order. Beginning 12 months after the Effective Date, as part of its annual reporting requirement under Paragraph 52, Ameris will submit to the United States a list of its planned outreach programs and consumer education seminars for the upcoming year, specifying whether those events will be in-person or virtual, subject to non-objection by the United States. Should the Bank's list of planned outreach programs or consumer education programs for the upcoming year change, Ameris will provide notice to the United States as soon as practicable.

IV. EVALUATING AND MONITORING COMPLIANCE

A. Record Retention

50. Ameris will retain all records related to its obligations under this Consent Order and all activities to carry out this Order. The United States has the right to review and copy these records upon request, with at least 30 days advance notice

provided.

B. HMDA Data

51. Every year during the term of this Consent Order, within 30 days of its submission of data to the Federal Financial Institutions Examination Council (“FFIEC”) in accordance with the Home Mortgage Disclosure Act of 1975 (“HMDA”), 12 U.S.C. §§ 2801–2811, Ameris will provide this data to the United States in the same format, and using the same record layout.

C. Annual Reports

52. Starting October 31, 2024, and each October 31 thereafter during which the Consent Order is in effect, Ameris will submit annual reports to the United States on its progress as of the preceding September 30 in complying with the terms of the Consent Order and associated plans and programs. The final report will be delivered to the United States at least 60 days prior to the expiration of the Consent Order. The reports will provide a complete account of Ameris’ actions to comply with the Consent Order, Ameris’ assessment of the extent to which each obligation was met, if Ameris falls short of its goals under the Consent Order, an explanation of why Ameris fell short for any particular component, and recommendations for additional actions to achieve the goals set forth in the Consent Order and associated plans and programs.

53. The annual reports shall also include an accounting of all subsidies made and mortgage loans originated to date under the loan subsidy program described in Section III.G, including the following information: the HMDA LAR universal loan identifier for the subsidized loan; closing date; address of the property securing the

loan; census tract location of the property securing the loan; ethnicity and/or race of the borrower; loan type; loan purpose; loan amount; loan subsidy amount; and loan subsidy type (i.e., down payment assistance, closing cost assistance, etc.). The annual reports will also indicate which of the loans benefitting from the loan subsidy fund were made to first-time homeowners.

54. Ameris will attach to its reports copies of training materials and advertising and marketing materials distributed under this Consent Order as well as a detailed list of outreach and education events. Ameris' Fair Lending Committee will review and approve the reports.

55. If the United States raises any objections to a report, the Parties will have 30 days to confer and resolve their differences. The Parties may mutually agree to additional time to confer, if necessary. If the Parties are unable to resolve their differences, either party may bring the dispute to the Court for resolution.

D. Submissions

56. All material required by this Consent Order will be sent to the United States by secure email or secure upload to the Department of Justice attorneys assigned to this matter: Jenna Raden (jenna.raden@usdoj.gov), Yohance Pettis (yohance.pettis@usdoj.gov), and Michael Kenneth (michael.kenneth@usdoj.gov). The United States will notify Ameris in writing if the assigned attorneys change.

57. Upon request by the Department of Justice attorney(s) assigned to this matter, the United States may request that Ameris submit materials required by this Consent Order by commercial overnight delivery service addressed as follows:

Chief, Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
150 M Street NE, 8th Floor
Washington, DC 20002
Attn: Ameris Bank, DJ# 188-17M-14

58. Unless otherwise advised, in writing, by Ameris, all material required of the United States by this Order will be sent by email to the recipients below at the identified email addresses. Such material includes notification of non-objection as contemplated, in this Consent Order. Ameris will notify the United States in writing if the assigned attorneys change.

D. Jean Veta
Nikhil Gore
Covington & Burling LLP
One CityCenter
850 10th Street NW
Washington, D.C. 20001
jveta@cov.com
ngore@cov.com

Jody L. Spencer
Chief Legal Officer
Ameris Bank
3490 Piedmont Road NE
Suite 1550
Atlanta, GA 30305
jody.spencer@amerisbank.com

V. ADMINISTRATION

59. The requirements of this Consent Order will remain in effect for five (5) years, except as provided in Paragraph 60.

60. If, within five (5) years of the Effective Date, Ameris has not invested all money in the loan subsidy fund described in Section III.G, the Consent Order will remain in full effect until three (3) months after Ameris has invested all the money in the loan subsidy fund and has submitted a final report to the United States that demonstrates the fulfillment of this obligation.

61. Any time limits for performance may be extended by mutual written agreement of the Parties. Other modifications may be made only upon approval of the Court, by motion by any Party. If there are changes in material factual circumstances, the Parties will work cooperatively to discuss and attempt to agree to proposed modifications to the Consent Order.

62. If disputes arise about the interpretation of, or compliance with, the Consent Order, the Parties will endeavor in good faith to resolve any dispute before bringing it to the Court for resolution. If Ameris is in material non-compliance with any provision of the Consent Order or has a material failure to perform an act required by the Consent Order, the United States may move the Court to impose any remedy authorized by law or equity, including attorneys' fees and costs.

63. Nothing in the Consent Order excuses Ameris' compliance with any currently or subsequently effective provision of law or order of a regulator.

64. Ameris will notify the United States of any development that may materially affect compliance obligations arising under this Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company to Ameris; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of any bankruptcy or insolvency proceeding by or against Ameris; or a change in Ameris' name or main office address. Ameris will provide this notice as soon as practicable after the occurrence of such event or, if applicable, the full execution of a definitive written agreement with respect to such event.

65. Ameris will report any change in the information required to be submitted under Paragraph 64 as soon as practicable, but in any case, within 30 days after the occurrence of such change.

66. Within 10 days of the Effective Date, Ameris will:

- a. Identify all businesses for which Ameris is the majority owner, or that Ameris directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
- b. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.

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

68. The Parties agree that litigation is not reasonably foreseeable. If any party implemented a litigation hold to preserve information, the party is no longer required to maintain it. Nothing in this Paragraph relieves either party of any other obligations imposed by the Consent Order.


69. Ameris' compliance with the terms of the Order shall fully and finally resolve all claims of the United States alleging that Ameris violated the FHA and

ECOA, including claims for injunctive and equitable relief, monetary damages, and civil penalties. The Order does not release claims for practices not described in Section I of this Order, including claims that may be held or are currently under investigation by any federal agency, or any claims that may be pursued or actions that may be taken by any executive agency established by 12 U.S.C. § 5491, or the appropriate Federal Banking Agency, as defined in 12 U.S.C. § 1813(q), against the Bank, any of its affiliated entities, or any institution-affiliated party of it, as defined in 12 U.S.C. § 1813(u), in accordance with 12 U.S.C. § 1818 or any other statute or regulation. The Order does not resolve or release any claims other than claims for discrimination.

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

71. The Court will retain jurisdiction over this civil action to enforce the terms of this Consent Order.

SO ORDERED, this 7th day of November, 2023.


MARCIA MORALES HOWARD
UNITED STATES DISTRICT JUDGE

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

Respectfully submitted this 3rd day of November, 2023.

For the United States of America:

ROGER B. HANDBERG
United States Attorney
Middle District of Florida

/s/ Yohance A. Pettis

YOHANCE A. PETTIS
Deputy Chief

Florida Bar No.: 021216

MICHAEL R. KENNETH
Assistant United States Attorney

Florida Bar No.: 44341

United States Attorney's Office
Middle District of Florida
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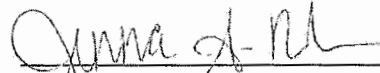
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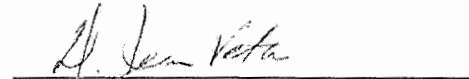
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