

NEW JERSEY DIVISION ON CIVIL RIGHTS
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DCR DOCKET NO.: HU09WI-62251
HUD DOCKET NO.: 02-11-0475-8

TARYN D. BENACQUISTA and
CRAIG SASHIHARA,
DIRECTOR, NEW JERSEY DIVISION
ON CIVIL RIGHTS,

Complainants,

v.

NATIONSTAR MORTGAGE LLC,

Respondent.

CONCILIATION AGREEMENT

WHEREAS, a Verified Complaint was filed on May 16, 2011, with the State of New Jersey, Division on Civil Rights ("the Division") by Complainant Taryn D. Benacquista ("Benacquista"), under Division Docket Number HU09WI-62251, alleging that Respondent Nationstar Mortgage LLC ("Respondent" or "Nationstar") denied her application to refinance an existing loan because she was on maternity leave from employment at the time of the application, and that Nationstar thereby discriminated against her on the basis of gender and familial status in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (the "LAD"); and

WHEREAS, Respondent, headquartered in Lewisville, Texas, is a national mortgage lender and servicer; and

WHEREAS, Respondent denies the allegations of the Verified Complaint; and

WHEREAS, the Division's investigation credited the allegations in the Complaint against Respondent, and on October 28, 2011, the Division's Acting Director ("Director") issued a Finding of Probable Cause; and

WHEREAS, the Director intervened in the public interest pursuant to N.J.A.C. 13:4-2.2 (e), and the Verified Complaint was amended to include the Director as a complainant; and

WHEREAS, the Respondent denies the allegations of the Finding of Probable Cause and Verified Complaint but nonetheless desires to conciliate and settle the matter without the necessity of a public hearing; and

WHEREAS, the Parties commenced settlement discussions and desire to amicably settle the matter without the necessity and expense of further litigation and enter into this Conciliation Agreement ("Agreement");

NOW THEREFORE, it is on this 20th day of FEB, 2013

AGREED as follows:

1. For the purpose of resolving this matter, without admitting the allegations set forth in the Finding of Probable Cause or Verified Complaint, and in fact expressly denying the same, Respondent agrees to pay Complainant Taryn D. Benacquista the total amount of Thirty Thousand Dollars (\$30,000.00) in resolution of the allegations that she suffered discrimination on the basis of gender and familial status. Respondent shall make the payment by check made payable to Taryn D. Benacquista. The check shall be delivered within thirty (30) days of the execution of this agreement to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, P.O. Box 46001, 31 Clinton Street, 3rd Floor, Newark, New Jersey 07102 for delivery to Benacquista. The parties to this agreement acknowledge that Respondent offered Benacquista an option to refinance her existing loan with Nationstar on improved terms as a resolution to this matter and that Benacquista chose the resolution set forth herein.

2. For the purpose of resolving this matter, without admitting the allegations set forth in the Finding of Probable Cause or Verified Complaint, and in fact expressly denying the same,

Respondent agrees to pay Six Thousand Dollars (\$6,000.00) in lieu of penalties, costs, and fees to the New Jersey Division on Civil Rights. The payment shall be by check made payable to “Treasurer of the State of New Jersey” and shall be delivered within thirty (30) days of the execution of this agreement to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, P.O. Box 46001, 31 Clinton Street, 3rd Floor, Newark, New Jersey 07102.

3. Respondent agrees to voluntarily refrain from and is hereby enjoined from taking retaliatory action against any person who, in any way, participated in the investigation or litigation of this matter.

4. Respondent agrees to create and distribute to all loan officers licensed to originate loans in New Jersey, those personnel who directly support New Jersey licensed loan officers, and anyone who is responsible for supervision of the foregoing persons, a written policy addressing income assessment of loan applicants in New Jersey who are on temporary leave from employment. The policy will follow the guidelines issued by the Federal National Mortgage Association (“Fannie Mae”) and the Federal Home Loan Mortgage Corporation (“Freddie Mac”) regarding assessment of income for borrowers on temporary leave from employment as amended from time to time by Fannie Mae or Freddie Mac. If, however, the Federal Housing Administration, the United States Department of Agriculture, or any other governmental agency or government sponsored entity, whether federal or state, issues loan underwriting guidelines that conflict with Fannie Mae or Freddie Mac regarding temporary income, Respondent shall comply with those underwriting guidelines for loans originated for sale, guarantee, or insurance issued by any such entity. A copy of the policy described in this paragraph shall be provided to the New Jersey Division on Civil Rights within 30 days of the execution of this Agreement.

5. Respondent agrees to post on its web site, nationstarmtg.com, and any other web address Respondent may use now or in the future to conduct residential mortgage business, a link to the Division poster located at http://www.nj.gov/oag/dcr/downloads/posters/8x11_housingposter.pdf. Respondent represents that it does not have any brick-and-mortar office located in New Jersey.

6. Respondent agrees to arrange for all loan officers licensed to originate loans in New Jersey, those personnel who directly support New Jersey licensed loan officers, and anyone who is responsible for supervision of the foregoing persons, to attend training on the Law Against Discrimination (the "LAD") and other fair housing and credit laws with Ballard Spahr LLP or training provided by the Respondent, whose trainers shall have been trained by Ballard Spahr LLP on the LAD. Within six months of the effective date of this Agreement, Respondent shall schedule a training session on federal antidiscrimination laws and the LAD of New Jersey, which shall include, but not be limited to, discrimination based on gender and familial status. Said training outlined herein may be conducted annually for all loan officers licensed to originate loans in New Jersey, those personnel who directly support New Jersey licensed loan officers, and anyone who is responsible for supervision of the foregoing persons. A copy of the training materials to be used for each training session conducted in compliance with this paragraph shall be submitted to Ana Limomagras, Division Conciliator, Division on Civil Rights, 31 Clinton Street, 3rd Floor, P.O. Box 46001, Newark, New Jersey 07102. The requirements of this paragraph shall expire three (3) years from the date this Agreement is executed by all parties.

7. This Agreement shall have the same force and effect as a Cease and Desist Order issued by the Director pursuant to N.J.S.A. 10:5-19.

8. In the event that Respondent defaults in any material respect with respect to any provision herein, the Division agrees to provide Respondent with written notice to Martin C. Bryce, Jr., Esquire, Ballard Spahr, LLP, 1735 Market Street, Philadelphia, PA 19103. If Respondent does not cure said default within thirty (30) days of said written notice, Respondent hereby consents to the entry of this Agreement in the Chancery Division of the Superior Court of New Jersey, thereby making this Agreement an Order of the Court for purposes of enforcement therein.

9. Should Respondent fail to timely pay the sums set forth in this Agreement, it shall pay, in addition to interest on the award, all reasonable costs and expenses incurred in any further proceedings or steps necessary to collect or enforce the respective agreements herein and awarded by a court of competent jurisdiction. New Jersey Law shall govern the enforcement of this Agreement.

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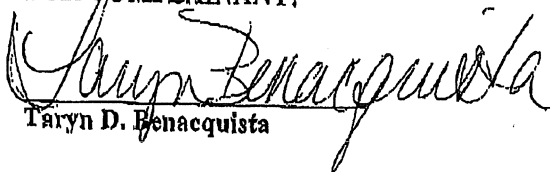
10. Upon execution by all parties, which includes the Director of the Division on Civil Rights, this Agreement shall operate as a complete and final disposition with prejudice of the charges contained in the above-noted Verified Complaint filed against the Respondent with the Division on Civil Rights, subject only to the fulfillment of all of the provisions of this Agreement. Upon the fulfillment of these conditions, the Verified Complaint shall be dismissed with prejudice.

FOR RESPONDENT:



Dated: 1/29/13

FOR COMPLAINANT:


Taryn D. Benacquista

Dated: 1/24/13

FOR THE NEW JERSEY DIVISION ON CIVIL RIGHTS:


Craig Sashihara, Director

Dated: 2-20-13