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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IFEOMA EBO,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

WELLS FARGO BANK, N.A.

Defendant.

Case No.

CLASS ACTION COMPLAINT FOR:

- 1. VIOLATIONS OF THE EQUAL CREDIT OPPORTUNITY ACT, 15 U.S.C. §§ 1691, *ET SEQ.*;**
- 2. VIOLATIONS OF THE FAIR HOUSING ACT, 42 U.S.C. §§ 3601, *ET SEQ.*; and**
- 3. VIOLATIONS OF SECTION 1981, 42 U.S.C. § 1981.**

DEMAND FOR JURY TRIAL

NOW COMES Plaintiff IFEOMA EBO (“Plaintiff”), individually and on behalf of all others similarly situated, by and through counsel, and for her Class Action Complaint against Defendant WELLS FARGO BANK, N.A. (“Wells Fargo” or “Defendant”), states as follows:

INTRODUCTION

1. This case concerns Wells Fargo’s pervasive pattern and practice of placing Black Americans at a disadvantage in comparison to White Americans with respect to their applications for mortgage loans.

1 2. In fact, Wells Fargo’s discriminatory practices were already the subject of a lawsuit
2 brought by the United States Department of Justice (“DOJ”) in 2012, which was resolved through a
3 Consent Order (the “Consent Order”).¹ Pursuant to the terms of that Consent Order, Wells Fargo was
4 required to “provide[] \$184.3 million in compensation” to borrowers—which was “the second largest fair
5 lending settlement in the [DOJ]’s history” to that point—and was required to institute procedures to ensure
6 compliance with federal housing law.²

7
8 3. Unfortunately for Black Americans, as soon as the terms of that Consent Order expired,
9 Wells Fargo reverted back to its discriminatory practices.

10 4. For example, according to a recent report from Bloomberg, “Wells Fargo approved fewer
11 than half of Black homeowners’ refinancing applications in 2020,” which is a significantly lower rate than
12 all other lenders.³ In fact, “Wells Fargo...was alone in rejecting more Black homeowners than it
13 accepted.”⁴

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15 5. Moreover, based on a review of publicly available data from the Consumer Financial
16 Protection Bureau (“CFPB”)—collected under the Home Mortgage Disclosure Act (“HMDA”), which is
17 codified as 12 U.S.C. §§ 2801, *et seq.*—Wells Fargo still lags behind its industry counterparts with respect
18 to approving Black Americans’ loan applications, and, even when Wells Fargo does approve Black
19 Americans’ loan applications, Wells Fargo offers them significantly less favorable interest rates.
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24 ¹ See, e.g., DOJ Complaint, available at: <https://www.justice.gov/iso/opa/resources/9512012712113719995136.pdf>; Consent
25 Order, available at: <https://www.justice.gov/iso/opa/resources/14201271211384881962.pdf>.

26 ² See, <https://www.justice.gov/opa/pr/justice-department-reaches-settlement-wells-fargo-resulting-more-175-million-relief>.

27 ³ See, <https://www.bloomberg.com/graphics/2022-wells-fargo-black-home-loan-refinancing/>.

28 ⁴ *Id.*

1 6. As explained below, Wells Fargo’s discriminatory practices violate, *inter alia*, the Equal
2 Credit Opportunity Act (“ECOA”)—codified as 15 U.S.C. §§ 1691, *et seq.*—the Fair Housing Act
3 (“FHA”)—codified as 42 U.S.C. §§ 3601, *et seq.*—and 42 U.S.C. § 1981 (“Section 1981”). Accordingly,
4 Plaintiff, individually, and on behalf of all others similarly situated (the “Class”), seeks redress in
5 connection with the harm she and other Class members incurred as a result of Wells Fargo’s
6 discriminatory practices and violations of federal law.
7

8 **PARTIES, JURISDICTION, AND VENUE**

9 7. Plaintiff is a citizen of the United States and an adult resident of the City of New York,
10 New York.

11 8. Defendant Wells Fargo Bank, N.A. is a business incorporated under the laws of the State
12 of Delaware. Defendant maintains its principal place of business at 420 Montgomery Street, San
13 Francisco, California 94104. Defendant does business in the state of New York and nationwide.

14 9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as
15 several of Plaintiff’s causes of action arise under federal law.
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17 10. Personal jurisdiction is appropriate over Wells Fargo Bank, N.A. as it transacts business in
18 the State of California and has its principal place of business in San Francisco, California.

19 11. Venue lies in this District pursuant to 28 U.S.C. § 1391(b), as a substantial part of the
20 events or omissions giving rise to the claims asserted herein occurred in this District.
21

22 **INTRADISTRICT ASSIGNMENT**

23 12. This action is properly assigned to the San Francisco Division of this District pursuant to
24 N.D. Cal. L.R. 3-2, because Defendant Wells Fargo Bank, N.A. is headquartered in San Francisco,
25 California, which is served by the San Francisco Division.
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FACTUAL ALLEGATIONS

13. Plaintiff and Class members are all Black Americans, and thus are members of a protected class.

14. Plaintiff and Class members each submitted an application for a mortgage loan from Defendant in connection with the purchase or refinancing of residential real estate (“Application”).

15. Plaintiff and Class members were qualified to receive mortgage loans from Wells Fargo, and complied with all reasonable requirements imposed by Wells Fargo as necessary to substantiate their qualifications to receive mortgage loans.

16. Nevertheless, Plaintiff’s and Class members’ Applications were either (1) denied by Wells Fargo, (2) never completed because of Wells Fargo’s unreasonable demands that would not have been imposed by Wells Fargo in connection with a similarly situated White applicant, or (3) granted by Wells Fargo, but on significantly less favorable terms than a similarly situated White borrower would have received.

17. Plaintiff’s and Class members’ experiences with Wells Fargo were part of a larger pattern and practice of racial discrimination against Black Americans.

18. As noted above, Wells Fargo was already subjected to a DOJ lawsuit in 2012 alleging similar misconduct. That lawsuit was ultimately resolved through a Consent Order which provided for “the second largest fair lending settlement in the [DOJ]’s history” to that point.⁵ Nevertheless, Wells Fargo’s discriminatory practices continued.

19. For example, according to Bloomberg, in 2020, Wells Fargo approved Black Americans’ loan refinancing applications at a rate of 47%, in comparison to a rate of 72% for White Americans—a

⁵ See, <https://www.justice.gov/opa/pr/justice-department-reaches-settlement-wells-fargo-resulting-more-175-million-relief>.

1 25% difference.⁶ Other similarly-sized lenders had only a modest disparity between Black and White
2 applicants, ranging from 7% to 12%.⁷ For instance, Chase, “the largest U.S. bank by assets, accepted
3 81% of refinancing applications from Black homeowners in 2020 compared with 90% from White
4 ones”—which only amounts to a 9% difference.⁸

5 **20.** Notably, Wells Fargo’s 47% approval rate does not even account for the “27% of Black
6 borrowers who began an application with Wells Fargo in 2020 [and then] withdrew it.”⁹ When those
7 applicants are factored in, it means that “only one-third of the 17,702 Black homeowners who sought
8 refinancing [from Wells Fargo] were successful.”¹⁰

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10 **21.** The Bloomberg report also notes that “Wells Fargo approved a greater share of applications
11 from low-income White homeowners than all but the highest-income Black applicants, who had an
12 approval rate about the same as White borrowers in the lowest-income bracket.”¹¹ Clearly, the disparity
13 between Black and White applicants seeking refinancing from Wells Fargo has little do with
14 creditworthiness.

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16 **22.** Wells Fargo’s discriminatory practices are also pervasive with respect to applicants for
17 new mortgage loans.

18 **23.** Based on a review of publicly available data collected by the CFPB in accordance with the
19 HMDA, in 2019, Wells Fargo approved Black Americans’ loan applications at a rate that was
20 approximately 21% lower than White Americans’ loan applications. In comparison, three of the other
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23 ⁶ See, <https://www.bloomberg.com/graphics/2022-wells-fargo-black-home-loan-refinancing/>.

24 ⁷ *Id.*

25 ⁸ *Id.*

26 ⁹ *Id.*

27 ¹⁰ *Id.*

28 ¹¹ *Id.*

1 largest lenders in the country—*i.e.*, Chase, Quicken Loans, and United Wholesale Mortgage—approved
2 Black Americans’ loan applications at a rate that was “only” approximately 10% lower than White
3 Americans’ loan applications.

4 **24.** Moreover, even when common indicia of creditworthiness are controlled for—*e.g.*, debt
5 to income ratio, loan to value ratio, etc.—Wells Fargo approved Black Americans’ loan applications at a
6 rate that was, on average, approximately 9% lower than similarly situated White Americans’ loan
7 applications. In contrast, Chase—one of the largest mortgage loan lenders in the country—approved Black
8 Americans’ loan applications at a rate that was, on average, approximately 3% *higher* than similarly
9 situated White Americans’ loan applications. Chase is not an outlier. When that same analysis is applied
10 to data from three of the other largest lenders in the county—*i.e.*, Chase, Quicken Loans, and United
11 Wholesale Mortgage—it reveals that Black Americans’ loan applications were approved at a rate that
12 was, on average, approximately 2% *higher* than similarly situated White Americans’ loan applications.
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14 **25.** Even when Wells Fargo does approve Black Americans’ loan applications, it offers them
15 significantly less favorable terms than similarly situated White Americans.
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17 **26.** According to the same dataset referenced above, the interest rates on loans offered by Wells
18 Fargo to Black Americans were, on average, half a percentage point *higher* than the interest rates on the
19 loans it offered to similarly situated White Americans, even when common indicia of creditworthiness
20 are controlled for.

21 **27.** In comparison, there was no appreciable difference between the interest rates offered to
22 Black Americans and similarly situated White Americans by three of the other largest lenders in the
23 county—*i.e.*, Chase, Quicken Loans, and United Wholesale Mortgage. For these lenders, the difference
24 between the interest rates offered to Black Americans and similarly situated White Americans was, on
25 average, only five hundredths of a percentage point—*i.e.*, *ten times less* than Wells Fargo’s disparity.
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1 **28.** Wells Fargo’s discriminatory practices are also evidenced by the fact that Wells Fargo
2 artificially makes it more difficult for Black Americans to complete their applications for mortgage loans.
3 For example, Wells Fargo has a pattern and practice of requiring Black Americans to repeatedly submit
4 documentation that they have already submitted, or to submit additional documentation beyond what is
5 necessary to determine their eligibility status.

6 **29.** Again, according to publicly available data collected by the CFPB in accordance with the
7 HMDA, in 2019, new mortgage loan applications submitted by Black Americans to Wells Fargo were
8 either withdrawn or never completed approximately 17% of the time, in comparison to only 14% for
9 White Americans. But, there was no difference between Black Americans and White Americans with
10 respect to applications submitted to three of the other largest lenders in the county—*i.e.*, Chase, Quicken
11 Loans, and United Wholesale Mortgage. For these lenders, *both* Black Americans and White Americans
12 either withdrew or never completed their mortgage loan applications 8% of the time.

13 **30.** The processing delays experienced by Black Americans who seek mortgage loans from
14 Wells Fargo can prevent them from purchasing real property altogether because, in real estate transactions,
15 time is frequently of the essence. In other words, sellers of real property are simply unwilling to wait for
16 Wells Fargo’s unnecessarily lengthy loan approval process to be completed, and sellers move on to other
17 potential buyers with whom they will not experience this problem.

18 **31.** Those processing delays also made it more difficult for existing Black property owners to
19 refinance their mortgage loans and take advantage of historically lower interest rates, which have since
20 begun to rise.

21 **32.** In light of the foregoing, Plaintiff and Class members were harmed by Wells Fargo’s
22 discriminatory practices in one or more of the following ways: (1) they were unable to obtain or refinance
23 mortgage loans to which they were qualified; (2) they were unable to obtain or refinance mortgage loans
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1 on the same (more favorable) terms as White Americans; (3) they were unable to purchase real property
2 that similarly situated White Americans would have been able to purchase; and (4) they spent time and
3 money pursuing mortgage loans that similarly situated White Americans would not have been required to
4 expend.

5
6 **FACTS RELEVANT TO PLAINTIFF**

7 **33.** Plaintiff is a Black American, and thus is a member of a protected class.

8 **34.** In late 2021, Plaintiff began the process of searching for a new home to purchase. That
9 search ended in October 2021, when Plaintiff found a property (the “Property”) located in Kings County,
10 New York—and more specifically, the East Flatbush neighborhood of Brooklyn—and entered into a
11 contract (the “Contract”) to purchase it for the price of \$900,000.

12 **35.** Thereafter, Plaintiff submitted an application for a mortgage loan to Defendant in
13 connection with the purchase of the Property (“Plaintiff’s Application”).

14 **36.** At the time Plaintiff applied for the Loan (defined below), Plaintiff had a credit score of
15 approximately 800, an annual income of approximately \$178,000, and no significant debt.

16 **37.** On November 1, 2021, Plaintiff received preapproval from Wells Fargo for a mortgage
17 loan in the amount of \$883,698 (the “Loan”), which would be used to purchase the Property. According
18 to Wells Fargo, Plaintiff’s preapproval was to expire on February 24, 2022.

19 **38.** After Plaintiff’s Application was preapproved, Plaintiff began working with Wells Fargo
20 to receive final approval for the Loan.

21 **39.** Per Wells Fargo’s requests, Plaintiff submitted all necessary documentation to verify her
22 qualifications for the Loan. Plaintiff timely provided Wells Fargo with documentation such as W-2 forms,
23 paystubs, bank account statements, etc.
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1 **40.** On December 29, 2021, Plaintiff received a “Commitment Letter” from Wells Fargo.
2 According to the Commitment Letter, Plaintiff’s Application was approved, and she only needed to submit
3 some additional documentation “in order to complete the final underwriting and funding of” her Loan.

4 **41.** In January and February 2022, Wells Fargo informed Plaintiff that it required additional
5 documentation to complete the underwriting process relative to Plaintiff’s Application.

6 **42.** Notably, some of the additional documentation that Wells Fargo requested in January and
7 February 2022 had *already* been submitted by Plaintiff (*e.g.*, recent paystubs from Plaintiff’s employers).

8 **43.** Other documentation requested by Wells Fargo in January and February 2022 was
9 unnecessary, unduly burdensome, and irrelevant to Plaintiff’s qualifications for the Loan. For example,
10 in one instance, Wells Fargo requested a written explanation as to why Plaintiff made a monthly credit
11 card payment in the amount of \$290 on her own credit card. In another instance, Wells Fargo requested
12 a bank statement for a bank account that did not even exist.

13 **44.** As Wells Fargo’s duplicative and unnecessary requests for documentation continued into
14 February 2022, Plaintiff expressed her concern to Wells Fargo that she would not be able to complete the
15 Loan application process by the time that her preapproval expired on February 24, 2022. Nevertheless, as
16 of February 24, 2022, Plaintiff’s Loan still had yet to receive final approval.

17 **45.** In March 2022, Wells Fargo continued to request additional documentation, much of which
18 was duplicative of documentation that Plaintiff had already provided to Wells Fargo several times
19 previously.

20 **46.** In sum, Plaintiff was highly qualified to receive a mortgage loan from Wells Fargo, and
21 complied with all of Wells Fargo’s reasonable requests for documentation to substantiate her
22 qualifications. Yet, as of March 22, 2022—nearly a month after the Loan approval process should have
23 concluded—Plaintiff still had not received final approval for her Loan.
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1 **47.** On or about March 22, 2022, the seller of the Property canceled the Contract due to the
 2 fact that Wells Fargo had still not approved Plaintiff's Loan, and it was unclear when (or if) that approval
 3 would ever come. That same day, Plaintiff informed Wells Fargo of the seller's decision. Accordingly,
 4 Plaintiff did not, and will never, receive the Loan.

5 **48.** As explained above, Plaintiff's experience with Wells Fargo was part of a larger pattern
 6 and practice of racial discrimination against Black Americans. Like the Applications of many other Black
 7 Americans who sought mortgage loans from Wells Fargo, Plaintiff's Application was never completed
 8 because of Wells Fargo's unreasonable demands that would not have been imposed by Wells Fargo in
 9 connection with a similarly situated White applicant.
 10

11 **49.** Plaintiff was harmed by Wells Fargo's discriminatory practices because she was unable to
 12 obtain the Loan—to which she was qualified—and was thus unable to purchase the Property, even though
 13 a similarly situated White American would have been able to do so. Plaintiff was also harmed by Wells
 14 Fargo's discriminatory practices because she spent time and money pursuing her Application that
 15 similarly situated White Americans would not have been required to expend.
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17 **CLASS ACTION ALLEGATIONS**

18 **50. Class Definition:** Plaintiff brings this action pursuant to Fed R. Civ. P. 23 on behalf of a
 19 Class of similarly situated individuals and entities, defined as follows:

20 All Black Americans (1) who submitted applications to obtain or refinance a
 21 mortgage loan with respect to residential real property, (2) who were qualified to
 22 receive mortgage loans from Wells Fargo, and (3) whose applications were either
 23 (a) denied by Wells Fargo, (b) never completed, due to Wells Fargo's demands for
 24 documentation or information that would not have been imposed by Wells Fargo
 25 in connection with a similarly situated White applicant, or (c) granted by Wells
 26 Fargo, but on less favorable terms than a similarly situated White borrower would
 27 have received.
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1 Excluded from the Class are: (1) the Judge to whom this case is assigned and the Judge's
2 immediate family members; (2) Defendant, Defendant's agents, Defendant's employees, and other
3 affiliates of Defendant; (4) any person(s) who executes and files a timely request for exclusion from the
4 Class; (5) any persons who have had their claims in this matter finally adjudicated and/or otherwise
5 released; and (6) the legal representatives, successors and assigns of any such excluded person.

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7 **51. Numerosity and Ascertainability:** Upon information and belief, the Class is comprised
8 of more than 40 members. This conclusion is reasonable because Wells Fargo is one of the largest
9 mortgage providers in the country, and, based on publicly available data collected by the CFPB in
10 accordance with the HMDA, received over 7,000 Applications for mortgage loans from Black Americans
11 in 2019. The Class is so numerous that joinder of all members is impractical. The exact number of
12 members in the Class is presently unknown, can only be ascertained through discovery, and can easily be
13 identified through Defendant's records or by other means.

14
15 **52. Commonality and Predominance:** All members of the Class have been subject to and
16 affected by a uniform course of conduct: specifically, Wells Fargo's pattern and practice of racial
17 discrimination against Black Americans. Accordingly, there are questions of law and fact common to the
18 proposed Class that predominate over any individual questions.

19
20 **53. Typicality:** Plaintiff's claims are typical of the claims of the Class. As previously
21 explained, Plaintiff, like all Class members, was subject to Wells Fargo's pattern and practice of racial
22 discrimination against Black Americans, and did not receive a mortgage loan from Wells Fargo on terms
23 that would have been the same as a similarly situated White Americans. Therefore, Plaintiff and Class
24 members were all harmed in the same way, and incurred damages as a result.

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26 **54. Adequacy:** Plaintiff will adequately represent the interests of the Class and does not have
27 adverse interests to the Class. If individual Class members prosecuted separate actions it may create a risk
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1 of inconsistent or varying judgments that would establish incompatible standards of conduct. A class
 2 action is the superior method for the quick and efficient adjudication of this controversy. Plaintiff's
 3 counsel has extensive experience litigating consumer class actions.

4 **COUNT I**
 5 **Violations of the Equal Credit Opportunity Act**
 6 **15 U.S.C. §§ 1691, *et seq.***
 7 **On Behalf of Plaintiff and the Class**

8 **55.** Plaintiff repeats and realleges paragraphs 1-54 with the same force and effect as though
 9 fully set forth herein.

10 **56.** The ECOA makes it “unlawful for any creditor to discriminate against any applicant, with
 11 respect to any aspect of a credit transaction...on the basis of race [or] color.” 15 U.S.C. § 1691(a)(1).

12 **57.** As one of the largest mortgage lenders in the country, Defendant “regularly extends,
 13 renews, or continues credit” and/or “regularly arranges for the extension, renewal, or continuation of
 14 credit.” 15 U.S.C. § 1691a(e). Therefore, Defendant is a “creditor,” as that term is defined by the ECOA.

15 **58.** Plaintiff and Class members each applied “for an extension, renewal, or continuation of
 16 credit” from Wells Fargo. 15 U.S.C. § 1691a(b). Therefore, Plaintiff and Class members are each an
 17 “applicant,” as that term is defined by the ECOA.

18 **59.** Pursuant to 15 U.S.C. § 1691e, any creditor who violates the ECOA “shall be liable to the
 19 aggrieved applicant for any actual damages sustained by such applicant acting either in an individual
 20 capacity or as a member of a class.” 15 U.S.C. § 1691e(a). The ECOA further provides for recovery of
 21 attorneys’ fees incurred in connection with such a claim. 15 U.S.C. § 1691e(d).

22 **60.** In general, to state a claim under the ECOA, a plaintiff must allege that: “(1) [she] was a
 23 member of a protected class, (2) [she] applied for credit from the defendant, (3) [she] was qualified for
 24 credit but the defendant denied [her] credit application, and (4) the defendant continued to engage in the
 25 credit but the defendant denied [her] credit application, and (4) the defendant continued to engage in the
 26 credit but the defendant denied [her] credit application, and (4) the defendant continued to engage in the
 27 credit but the defendant denied [her] credit application, and (4) the defendant continued to engage in the
 28 credit but the defendant denied [her] credit application, and (4) the defendant continued to engage in the

1 type of transaction in question with other parties with similar qualifications.” *E.g., Germain v. M & T*
2 *Bank Corp.*, 111 F.Supp.3d 506, 526 (S.D.N.Y. 2015) (internal alterations and quotations omitted).

3 **61.** Importantly, however, ECOA “protection is not limited to those applicants who were
4 rejected.” *E.g., Wilson v. Toussie*, 260 F.Supp.2d 530, 541 (E.D.N.Y. 2003) (quoting *Hargraves v.*
5 *Capital City Mortg. Corp.*, 140 F.Supp.2d 7, 23 (D.D.C. 2000)). Accordingly, a plaintiff can also state a
6 claim under the ECOA where, as a result of racial discrimination, a creditor’s “investigation procedures”
7 are more onerous, or a borrower receives approval for a loan, but on less favorable terms. *E.g.,*
8 *Hargraves*, 140 F.Supp.2d at 23; *Phillips v. Better Homes Depot, Inc.*, 2003 WL 25867736, at *22
9 (E.D.N.Y. 2003).

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11 **62.** Plaintiff and Class members are all Black Americans who submitted Applications for credit
12 from Defendant to obtain or refinance mortgage loans secured by residential real property.

13 **63.** As a direct and proximate result of Wells Fargo’s pattern and practice of racial
14 discrimination against Black Americans, Plaintiff’s and Class members’ Applications were either (1)
15 denied by Wells Fargo, despite the fact that a similarly situated White applicant would have been
16 approved, (2) never completed because of Wells Fargo’s unreasonable demands that would not have been
17 imposed by Wells Fargo in connection with a similarly situated White applicant, or (3) granted by Wells
18 Fargo, but on significantly less favorable terms than a similarly situated White borrower would have
19 received.
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21 **64.** Plaintiff and Class members were harmed by Defendant’s violations of the ECOA in one
22 or more of the following ways: (1) they were unable to obtain or refinance mortgage loans to which they
23 were qualified; (2) they were unable to obtain or refinance mortgage loans on the same (more favorable)
24 terms as White Americans; (3) they were unable to purchase real property that similarly situated White
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1 Americans would have been able to purchase; and (4) they spent time and money pursuing mortgage loans
2 that similarly situated White Americans would not have been required to expend.

3 **65.** Plaintiff, individually, and on behalf of the Class, seeks recovery of actual damages,
4 punitive damages, and attorneys' fees and costs incurred connection with Defendant's violations of the
5 ECOA.
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8 **COUNT II**
9 **Violations of the Fair Housing Act**
10 **42 U.S.C. §§ 3601, *et seq.***
11 **On Behalf of Plaintiff and the Class**

12 **66.** Plaintiff repeats and realleges paragraphs 1-54 with the same force and effect as though
13 fully set forth herein.

14 **67.** The FHA makes it "unlawful for any person or other entity whose business includes
15 engaging in residential real estate-related transactions to discriminate against any person in making
16 available such a transaction, or in the terms or conditions of such a transaction, because of race, color...or
17 national origin." 42 U.S.C. § 3605(a).

18 **68.** As one of the largest mortgage lenders in the country, Defendant's business includes
19 engaging in residential real estate-related transactions because it regularly makes loans and provides
20 financial assistance in connection with "purchasing, constructing, improving, repairing, or maintaining a
21 dwelling," and those loans are "secured by residential real estate." 42 U.S.C. § 3605(b). Therefore,
22 Defendant is subject to the FHA's anti-discrimination provisions.

23 **69.** 42 U.S.C. § 3613 provides for a private right of action against any person who violates the
24 FHA. The FHA further provides for recovery of attorneys' fees incurred in connection with such a claim.
25 42 U.S.C. § 3613(c)(2).
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1 **70.** In general, to state a claim under the FHA, “plaintiffs who allege disparate treatment must
2 show: (1) that they are members of a protected class; (2) that they sought and were qualified to rent or
3 purchase the housing; (3) that they were rejected; and (4) that the housing opportunity remained available
4 to other renters or purchasers.” *M & T Mortg. Corp. v. White*, 736 F. Supp. 2d 538, 574 (E.D.N.Y. 2010)
5 (internal quotations omitted).

6 **71.** However, like claims under the ECOA, racial discrimination need not result in an outright
7 denial of an application for credit for purposes of stating a claim under the FHA; any less favorable
8 outcome is sufficient. *E.g., Hargraves*, 140 F.Supp.2d at 20-22.

9 **72.** Plaintiff and Class members are all Black Americans who submitted Applications for credit
10 from Defendant to obtain or refinance mortgage loans secured by residential real property.

11 **73.** As a direct and proximate result of Wells Fargo’s pattern and practice of racial
12 discrimination against Black Americans, Plaintiff’s and Class members’ Applications were either (1)
13 denied by Wells Fargo, despite the fact that a similarly situated White applicant would have been
14 approved, (2) never completed because of Wells Fargo’s unreasonable demands that would not have been
15 imposed by Wells Fargo in connection with a similarly situated White applicant, or (3) granted by Wells
16 Fargo, but on significantly less favorable terms than a similarly situated White borrower would have
17 received.

18 **74.** Plaintiff and Class members were harmed by Defendant’s violations of the FHA in one or
19 more of the following ways: (1) they were unable to obtain or refinance mortgage loans to which they
20 were qualified; (2) they were unable to obtain or refinance mortgage loans on the same (more favorable)
21 terms as White Americans; (3) they were unable to purchase real property that similarly situated White
22 Americans would have been able to purchase; and (4) they spent time and money pursuing mortgage loans
23 that similarly situated White Americans would not have been required to expend.
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1 **75.** Plaintiff, individually, and on behalf of the Class, seeks recovery of actual damages,
 2 punitive damages, and attorneys' fees and costs incurred connection with Defendant's violations of the
 3 FHA.

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 5 **COUNT III**
 6 **Violations of Section 1981**
 7 **42 U.S.C. § 1981**
 8 **On Behalf of Plaintiff and the Class**

9 **76.** Plaintiff repeats and realleges paragraphs 1-54 with the same force and effect as though
 10 fully set forth herein.

11 **77.** Under Section 1981, "all persons within the jurisdiction of the United States shall have the
 12 same right in every State and Territory to make and enforce contracts," which "includes the making,
 13 performance, modification, and termination of contracts." 42 U.S.C. § 1981(a)-(b). The rights guaranteed
 14 by Section 1981 "are protected against impairment by nongovernmental discrimination" (42 U.S.C. §
 15 1981(c)), and are enforceable through 42 U.S.C. § 1988, which provides for the recovery of attorney fees'
 16 and costs incurred in connection with a successful action under Section 1981 (42 U.S.C. § 1988(b)).

17 **78.** "To establish a claim under [Section] 1981, a plaintiff must allege facts in support of the
 18 following elements: (1) the plaintiff is a member of a racial minority; (2) an intent to discriminate on the
 19 basis of race by the defendant; and (3) the discrimination concerned one or more of the activities
 20 enumerated in the statute (*i.e.*, make and enforce contracts, sue and be sued, give evidence, etc.)." *E.g.*,
 21 *Mian v. Donaldson, Lufkin & Jenrette Sec. Corp.*, 7 F.3d 1085, 1087 (2nd Cir. 1993).

22 **79.** Plaintiff and Class members are all Black Americans who submitted Applications for credit
 23 from Defendant to obtain or refinance mortgage loans secured by residential real property. In other words,
 24 Plaintiff and Class members are each a member of a racial minority who sought to engage in the making
 25 of a contract.
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1 **80.** As a direct and proximate result of Wells Fargo's pattern and practice of racial
2 discrimination against Black Americans, Plaintiff's and Class members' Applications were either (1)
3 denied by Wells Fargo, despite the fact that a similarly situated White applicant would have been
4 approved, (2) never completed because of Wells Fargo's unreasonable demands that would not have been
5 imposed by Wells Fargo in connection with a similarly situated White applicant, or (3) granted by Wells
6 Fargo, but on significantly less favorable terms than a similarly situated White borrower would have
7 received.
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9 **81.** Accordingly, Defendant denied Plaintiff and Class members the same ability to make and
10 enter into contracts "as is enjoyed by White citizens" of the United States. 42 U.S.C. § 1981(a).

11 **82.** As evidenced by the pervasiveness of Defendant's racial discrimination in its lending
12 practices, Defendant intended to discriminate against Plaintiff and Class members on the basis of race.

13 **83.** Plaintiff and Class members were harmed by Defendant's violations of Section 1981 in
14 one or more of the following ways: (1) they were unable to obtain or refinance mortgage loans to which
15 they were qualified; (2) they were unable to obtain or refinance mortgage loans on the same (more
16 favorable) terms as White Americans; (3) they were unable to purchase real property that similarly situated
17 White Americans would have been able to purchase; and (4) they spent time and money pursuing
18 mortgage loans that similarly situated White Americans would not have been required to expend.
19

20 **84.** Plaintiff, individually, and on behalf of the Class, seeks recovery of actual damages,
21 punitive damages, and attorneys' fees and costs incurred connection with Defendant's violations of
22 Section 1981.
23

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff IFEOMA EBO, individually, and on behalf of the Class, prays for an
26 Order as follows:
27
28

- 1 A. Finding that this action satisfies the prerequisites for maintenance as a class action
2 and certifying the Class defined herein;
- 3 B. Designating Plaintiff as representative of the Class and her undersigned counsel as
4 Class Counsel;
- 5 C. Entering judgment in favor of Plaintiff and the Class and against Defendant as to
6 each and every Count, as applicable;
- 7 D. Awarding Plaintiff and the Class actual damages, statutory damages, and punitive
8 in an amount to be determined at trial as to each and every Count, as applicable;
- 9 E. Awarding Plaintiff and the Class attorneys' fees and costs, including interest
10 thereon, as allowed or required by law, as to each and every Count, as applicable;
11 and
- 12 F. Granting all such further and other relief as this Court deems just and appropriate.

13 **JURY DEMAND**

14 Plaintiff demands a trial by jury on all counts so triable.

15
16
17 DATED: April 26, 2022

/s/ Alisa Adams
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17 *Attorneys for Plaintiff and the Putative Class*
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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
IFEOMA EBO,
individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Alisa Adams, Adams Law Practice, LLC
P.O. Box 1834, Cleveland, Ohio 44103 (216) 926-0065

DEFENDANTS

WELLS FARGO BANK, N.A.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury -Medical Malpractice CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input checked="" type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-- Employment <input type="checkbox"/> 446 Amer. w/Disabilities--Other <input type="checkbox"/> 448 Education	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury -- Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS HABEAS CORPUS <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty OTHER <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee-- Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent--Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC § 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation--Transfer ☐ 8 Multidistrict Litigation--Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. §§ 1691, 42 U.S.C. §§ 3601, 42 U.S.C. § 1981
Brief description of cause:
Violations of Equal Credit Opportunity Act, The Fair Housing Act and Section 1981, 42 U.S.C. § 1981

VII. REQUESTED IN COMPLAINT: ☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE Jacqueline Scott Corley DOCKET NUMBER 4:22-cv-01748

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
(Place an "X" in One Box Only) ☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE 04/26/2022 SIGNATURE OF ATTORNEY OF RECORD /s/ Alisa Adams

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
 - (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

Date and Attorney Signature. Date and sign the civil cover sheet.