

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

THE CONNECTICUT FAIR HOUSING CENTER, INC.,

Plaintiff,

-against-

LIBERTY BANK,

Defendant.


Case No.: 18-CV-1654(AVC)

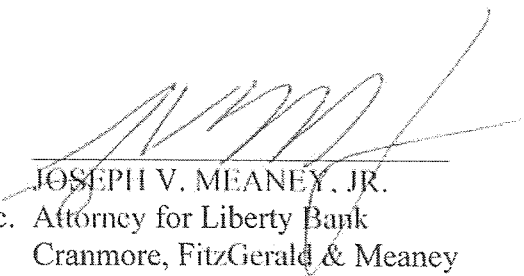
February 28, 2019

STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO RULE
41(a)(1)(A)(ii)

The Plaintiff, THE CONNECTICUT FAIR HOUSING CENTER, INC., and the Defendant, LIBERTY BANK, hereby stipulate pursuant to the redacted settlement agreement attached hereto as Exhibit A and Federal Rule of Civil Procedure 41(a)(1)(A)(ii) that this action be dismissed with prejudice as to all claims, causes of action and parties.

Respectfully submitted, by:


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Fed Bar No. CT04315

ORDER OF DISMISSAL

Pursuant to the stipulation of the parties pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), IT IS ORDERED THAT THIS ACTION BE, AND HEREBY IS, DISMISSED WITH PREJUDICE as to all claims, causes of actions and parties.

Dated: _____

By: _____

CERTIFICATION

I hereby certify that on February 28, 2019, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail or anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Joseph V. Meaney Jr., Esq.
Cranmore, FitzGerald, & Meaney
1010 Wethersfield Avenue, Suite 206
Hartford, CT 06114

A handwritten signature in black ink, appearing to read "Stuart T. Rossman", is written over a horizontal line.

Stuart T. Rossman, Esq.

**SETTLEMENT AGREEMENT BETWEEN
CONNECTICUT FAIR HOUSING CENTER, INC.
AND LIBERTY BANK**

WHEREAS, the Connecticut Fair Housing Center, Inc. (“CFHC”) filed a Complaint on October 4, 2018, against Liberty Bank (“Liberty” or the “Bank”);

WHEREAS, in the Complaint, CFHC alleged, among other things, that the Bank violated the Fair Housing Act;

WHEREAS, the Bank denies the allegations of wrongdoing and liability as set forth in the Complaint and, by entering this agreement, does not admit any such allegations;

WHEREAS, the Bank maintains that it has been and remains committed to engaging in lending practices in a manner that ensures compliance with the Fair Housing Act and is consistent with safe and sound banking operations;

WHEREAS, CFHC and the Bank (each a “Party”, collectively the “Parties”) wish to voluntarily resolve the claims raised by CFHC in the Complaint according to the terms set forth in this Settlement Agreement and Order (“Agreement”), to avoid the cost and uncertainty of litigation;

WHEREAS, CFHC and the Bank have voluntarily agreed to the terms of this Agreement as indicated by the signatures appearing below:

IT IS HEREBY AGREED by and between CFHC and the Bank as follows:

I. TERM AND SCOPE OF AGREEMENT

1. This Agreement resolves a Complaint filed by CFHC against the Bank on October 4, 2018, alleging, *inter alia*, violations of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 *et seq.*, *Connecticut Fair Housing Center, Inc. v. Liberty Bank*, D. Conn. Case No.: 18-cv-1654 (the “Civil Action”). The Parties have entered into this Agreement to resolve voluntarily any and all claims asserted by CFHC in order to avoid the risks and burdens of litigation. Without admitting or denying wrongdoing, the Parties agree as set forth in this Agreement.

2. The obligations under this Agreement shall commence on the date this Agreement is filed with the Court (“Effective Date”).

3. This Agreement shall be binding on the Bank and its institution-affiliated individuals, assigns, subsidiaries, or successors in interest, unless otherwise specified.

4. Upon execution of this Agreement, the Bank’s counsel shall deliver to the National Consumer Law Center (“NCLC”) a signed Stipulation and Order of Dismissal with Prejudice in substantially the form attached hereto as Exhibit A providing for dismissal of all claims against the Bank.

II. GENERAL

5. The Bank reaffirms its continuing commitment to meeting the credit needs of persons in its Community Reinvestment Act (“CRA”) Assessment Areas including residents located in low and moderate income (“LMI”) and majority-minority census tracts (“MMCT”).¹ The provisions of this Agreement are designed to ensure that, consistent with applicable law and safe and sound banking practices, the Bank’s residential mortgage lending products and services

¹ A copy of the Bank’s Assessment Areas reflecting all LMI census tracts and MMCTs is attached as Exhibit B hereto.

are made available and marketed in a non-discriminatory manner, and to address the problems identified in CFHC's Complaint.

6. The Bank shall not engage in any act or practice that discriminates against any person in making available a residential mortgage because of race or national origin.

7. The Bank shall not fail or refuse to provide to any person information regarding the availability of residential mortgages or the application requirements, procedures or standards for the review and approval of such mortgages, or provide information that is inaccurate or different from that provided others regarding such mortgages, because of race or national origin.

8. The Bank shall not discourage any person from purchasing a dwelling because of race or national origin, or because of the race or national origin of persons in a community, neighborhood, development, or census tract.

9. The Bank shall take all reasonable, practicable steps consistent with safety and soundness obligations, including, but not limited to, those specified below, to make residential loan products available in, and market them in, the census tracts identified in Exhibit C ("Investment Zones") in its Assessment Areas on no less favorable a basis than in majority-white census tracts in its Assessment Areas to facilitate equal opportunity to access and obtain credit from the Bank. Nothing in this Agreement will require the Bank to make any illegal, unsafe or unsound loans or to require loans to be originated or priced based upon the race of the borrower or prospective borrower.

10. The Parties acknowledge that prior to any commencement of litigation by CFHC, the Bank's Assessment Areas had been expanded to include those additional census tracts which CFHC desired to be included in the Bank's Assessment Areas. The Bank shall continue to maintain its current Assessment Areas within the State of Connecticut for three (3) years after

the Effective Date of this Agreement unless its state or primary federal banking regulator recommends changes to an Assessment Area. Nothing in this Agreement precludes the Bank from further expanding an Assessment Area in a manner consistent with the provisions of the CRA, the state and Federal Fair Housing Acts and their implementing regulations. The Bank shall continue to use its reasonable best efforts to maintain its “Outstanding” CRA ratings from both the State of Connecticut Department of Banking and the Federal Deposit Insurance Corporation.

III. OTHER OBLIGATIONS OF THE BANK

A. Policies

11. Within fifteen (15) days of the Effective Date, the Bank shall provide to the CFHC a list of proposed third-party consultants to review the Bank’s fair lending policies and procedures. Within thirty (30) days of CFHC receiving the proposed list of third-party consultants, the Parties shall confer with each other to mutually agree upon a list of not less than three third-party consultants approved for the review. Such review shall include, at a minimum, a review and any recommended revision(s) of the Bank’s:

- a. mortgage lending policies and those practices which reasonably relate to the mortgage lending activities addressed in the Complaint (“Mortgage Practices”);
- b. diversity policies and Mortgage Practices;
- c. fair lending policies and Mortgage Practices; including policies for fair lending outside of Liberty’s Assessment Areas;
- d. written policies and procedures regarding the provision of information and assistance to individuals who apply for mortgage credit or inquire about the possibility of applying for mortgage credit; and

- e. compliance monitoring for fair lending policies or Mortgage Practices.

Such review shall also include a review of any recommended revision of other fair lending policies and Mortgage Practices that are identified by the Consultant during the review period. Such review shall be completed within 180 days of retention of the Consultant.

12. For purposes of Paragraph 11, Mortgage Practices include any formal or informal procedures or behaviors that are designed to encourage or discourage people to inquire about, apply for, or accept an offer for a mortgage with the Bank. The review of Mortgage Practices should include a review of instructions or policies given either orally or in writing to any Bank employee who interacts with the public regarding a residential lending product. Such review should include but not be limited to interviews with at least three (3) branch managers, six (6) front line personnel (which may include tellers), four (4) residential lending officers, and key Bank personnel who are responsible for training or supervising Bank employees who meet with the public and may be asked about residential lending products.

13. The Consultant will present its recommendations to the Bank's executive management, board of directors, and CFHC.

14. The Bank will provide a written statement to CFHC identifying any changes to the recommendations proposed by the Consultant to the Bank's policies, procedures, or Mortgage Practices that the Bank contends are unreasonable or overly burdensome to implement within 90 days of the latest of the three (3) presentations referenced in Paragraph 13. The Parties will then meet and confer in good faith if CFHC disputes the Bank's position, needs more information, or for CFHC to propose a reasonable or less burdensome alternative. The Bank will distribute any revised policy to its residential loan officers, loan processors, underwriters and

their supervisors (“Residential Lending Personnel”), as appropriate. The Bank will periodically (at least annually) evaluate and appropriately update its fair lending policy.

B. Training

15. The Bank will provide appropriate fair lending training to all employees and members of the board of directors. The Bank will also require that Nationwide Multistate Licensing System and Registry (“NMLS”) registered employees, relevant lending personnel, bank branch tellers, and branch managers take and pass the Bank’s fair lending test. The Bank will periodically (at least annually) evaluate and appropriately update its fair lending training.

16. The Bank will, at least annually, conduct live and/or recorded fair lending training for all NMLS registered employees, retail lending personnel, bank branch tellers, and branch managers. The Bank will make best efforts to deliver the training in-person to as many employees as is reasonable and practicable. The Bank may provide recorded training for those employees identified above that are unable to attend live training. The training shall address all general fair lending obligations that apply to residential lending and shall specifically address the prohibitions against redlining and discouragement. The Bank will provide CFHC with the proposed content for the in-person training. The Bank will provide CFHC thirty (30) days to provide the Bank with written comments on the proposed training content and will consider in good faith the comments provided by CFHC. The Bank will disclose the percent of such employees who receive live training in its annual report to the board of directors prepared in accordance with Paragraph 43, *infra*.

17. The Bank will, at least annually, conduct position-appropriate training for all employees other than NMLS registered employees, retail lending personnel, bank branch tellers, and branch managers that shall emphasize implicit bias training. Such implicit bias training may

be offered, in the Bank's discretion, in connection with customer service best practices training. Such training shall also emphasize that the prohibition against discrimination extends beyond lending to include other banking services, including opening and closing bank accounts. The Bank will provide CFHC with the proposed content for the training. The Bank will provide CFHC thirty (30) days to provide the Bank with written comments on the proposed training content and will consider in good faith the comments provided by CFHC.

18. The Bank shall conduct fair lending training for executive management and the board of directors that is specifically designed to address the role of management and the board in oversight of fair lending compliance by the Bank and shall incorporate the findings of the Consultant. The training shall be provided by the Consultant within ninety (90) days of or in connection with the Consultant's presentation to the board. The Bank will provide CFHC with the proposed content for the in-person training. The Bank will provide CFHC thirty (30) days to provide the Bank with written comments on the proposed training content and will consider in good faith the comments provided by CFHC.

C. Physical Expansion

19. Subject to local government and bank regulatory approval, the Bank will open a loan production office ("LPO") in, or within one-half of a mile of, a MMCT in the City of Hartford in a location convenient and proximate to Hartford's bus transportation lines. The LPO may not be located in zip code 06103, unless the site receives CFHC's consent, which consent shall not be unreasonably withheld. Selection of location shall be performed in consultation with CFHC and with community organizations serving the area of the proposed LPO. The final selection will be subject to CFHC's consent, such consent shall not be unreasonably withheld and will be subject to receipt of all necessary state, federal or municipal approvals, as well as the

approval by the board of directors of the Bank. The Bank shall endeavor to open the LPO within two (2) years following the Effective Date.

20. The LPO shall provide a range of lending services responsive to the needs of residents in the Investment Zones and shall be staffed by residential lending officers and personnel who will meet with customers and prospective customers during regularly scheduled hours or by appointment Monday through Friday. Such appointments may be after regular business hours as well, to the same extent that all Bank residential lending officers are permitted by the Bank to meet with customers and prospective customers outside of regular business hours.

21. The residential lending officers staffing the LPO shall be fully trained in all aspects of home mortgage and home equity lending (including the Bank's own Special Purpose Credit Program(s)) and include outreach to residents of Investment Zones in a manner consistent with the terms of this Agreement.

22. The personnel staffing the LPO shall be trained to refer and assist customers in conducting banking transactions available through non-branch means, e.g., through a mobile or online banking portal, through an automated teller machine ("ATM"), or by mail. Such personnel shall be available to assist customers and prospective customers to complete forms and applications, and shall be able to direct customers and prospective customers to the Bank's full service locations. The LPO will maintain displays identifying nearby branches, bus routes, and bus schedules.

23. The Bank shall continue to operate such new office for no less than three (3) years after opening. In the Bank's annual report to the board of directors prepared in accordance with Paragraph 43, *infra*, the Bank shall include a summary of the efforts and achievements of the Bank and the LPO in achieving the goals of this Agreement. Such report shall include data on

the profitability of the LPO sufficient to ascertain the long-term viability of the LPO. Concurrent with the opening of the LPO, the Bank will install a bank-owned, deposit-taking, check-cashing ATM at the LPO.

D. Marketing and Outreach

24. The Bank shall continue to develop relationships with community-based organizations to help to enhance Liberty's presence in LMI tracts and MMCTs, in order to continue to increase the Bank's presence in these areas and to assist in developing strategies to expand the Bank's marketing to, and intake of, residential mortgage loan applications from residents of these areas. CFHC will, consistent with its mission, cooperate with, and assist, the Bank in successfully serving the credit needs of residents of LMI tracts and MMCTs.

25. The Bank shall spend \$230,000 within three (3) years of the Effective Date on advertising and outreach (excluding overhead expenses). The Bank will conduct targeted marketing and advertising to minority communities and in MMCTs in the following cities: Hartford, Bloomfield, East Hartford, Windsor, and Manchester. Marketing may include print and digital media and direct mail methods based on recent census data and market research.

26. The Bank shall engage in one or more direct mailing campaigns (or other outreach campaigns subject to CFHC consent, such consent shall not be unreasonably withheld) regarding residential lending in Hartford, Bloomfield, East Hartford, Windsor, and Manchester to MMCTs. Such campaign(s) will be designed to reach at least 15,000 households and may be based on recent census data and market research. At least one direct mailing campaign conducted by the Bank pursuant to this Paragraph must be completed in 2019.

27. The Bank will provide CFHC with the proposed materials related to the targeted marketing and advertising. The Bank will provide CFHC thirty (30) days to provide the Bank

with written comments on the proposed materials and will consider in good faith the comments provided by CFHC.

28. The Bank will market to MMCTs in all mailings and print or general advertising in a manner that is commensurate with its marketing to non-MMCTs.

E. Consumer Financial Education

29. The Bank shall deliver two (2) or more credit counseling or first-time homebuyer presentations in Hartford every year for the three (3) years following the Effective Date. The Bank will hold an annual economic development event in Hartford every year for the three (3) years following the Effective Date, at which a representative from CFHC will be invited to participate and distribute materials.

F. Special Purpose Credit Program and Loan Subsidies

30. The Bank commits to increasing its Good Neighbor loan pool by \$10,000,000 in loan origination volume and to investing \$300,000 in loan subsidies to its Good Neighbor lending programs (“Subsidy”) over the three (3) years following the Effective Date. The Subsidy shall be applied to originated loans where the dwelling is a 1-4 family owner-occupied building located in an Investment Zone in the City of Hartford, Bloomfield, East Hartford, Windsor, or Manchester.

31. The Bank shall develop written qualification procedures for loan applicants from the communities identified in Paragraph 30 in conjunction with the financial education and marketing efforts described in this Agreement and may be developed and implemented after consultation with housing counseling agencies.

32. Every qualified loan applicant who completes the Bank’s First Time Homebuyer Program, a HUD certified housing counseling program, or a Connecticut Housing Finance

Authority-approved housing counseling program, and who meets the conditions specified in writing by the Bank, shall be eligible for a contribution from the Subsidy fund. Each such applicant shall receive a written offer of a Subsidy.

33. The Subsidy can be provided by, but is not limited to, one or more of the following means in the Bank's sole discretion:

- a. Fee waiver;
- b. Closing cost waiver; or
- c. Bank waiver or financing of private mortgage insurance.

34. No additional interest rate premium or additional charge may be required in order to obtain this Subsidy, except that the Subsidy may be provided by the Bank matching a down payment amount paid by the borrower.

35. The Bank retains the discretion to offer more than one, or all, of the foregoing forms of financial assistance to qualified applicants on an individual basis as it deems appropriate, but will not provide more than \$2,500 of Subsidy for any one individual loan. Such discretion will be exercised in a manner that will assist in the origination of loans to qualified applicants.

36. The Bank shall use its best efforts to fully disburse the Subsidy during the foregoing three (3)-year period. In the event that the Bank is not able to fully disburse the Subsidy through the Good Neighbor Program, the Bank will disburse the remainder by extending the period of time for spending the Subsidy by one (1) additional year and/or expand the program to additional MMCTs within the Bank's Assessment Areas.

G. Community Development Loan Investments, Grants and Sponsorships

37. The Bank shall continue to employ, for no less than three (3) years after the Effective Date, a Community Development Officer, who shall oversee the development of the Bank's lending in MMCTs in the City of Hartford, Bloomfield, East Hartford, Windsor and Manchester. The Community Development Officer is a member of management whose primary responsibilities include, and shall continue to include, coordinating the Bank's involvement in community outreach programs; serving as a resource to lending staff to encourage and develop more lending within MMCTs; promoting financial education; providing financial counseling; and building relationships with community groups; and monitoring the activities of loan officers regarding the solicitation and origination of loans in MMCTs, including the special purpose credit programs² identified in this Agreement. The Community Development Officer shall report directly to a member of the executive management team of the Bank. Together, the Community Development Officer and designated executive management team member will provide reports on at least a quarterly basis to the board of directors regarding the Bank's performance in Investment Zones and other MMCTs in the City of Hartford, Bloomfield, East Hartford, Windsor and Manchester.

38. The Bank's total community development lending has averaged \$16,000,000 over the past three (3) years. The Bank will continue to expand its community development loan program and increase its community development loans with an additional investment of not less than \$5,000,000 over the three (3) years following the Effective Date. This additional investment shall be directed to MMCTs in the Bank's Assessment Areas and may fund community services, economic development, and non-elderly affordable housing, as those terms

² Special Purpose Credit Programs, as set forth in 12 C.F.R. § 1002.8, permit a creditor to extend special purpose credit under the terms of a written plan such as this Agreement.

are defined in 12 C.F.R. § 345.12, except that the Bank may also invest in non-elderly affordable housing in any non-LMI census tract.

39. The Bank, on its own or acting in conjunction with the Liberty Bank Foundation, will commit to collectively make Community Reinvestment Act-related grants within MMCTs within the City of Hartford, Bloomfield, East Hartford, Windsor, or Manchester in the amount of \$200,000 over the three (3) years following the Effective Date (“CRA Grant Program”). In the event that the Bank does not receive grant applications from qualified organizations within MMCTs in the foregoing cities that result in a total expenditure of \$200,000 in grant funds over three (3) years, the Bank will expand the CRA Grant Program during that period to additional MMCTs within the Bank’s Assessment Areas.

40. The Bank will sponsor the Loving Civil Rights Award Dinner for \$10,000 each year for the three (3) years following the Effective Date.

IV.

41.

42.

V. GENERAL TERMS

43. The Bank will designate a person to serve as the principal point of contact for CFHC during the term of the Agreement. The Bank will inform the CFHC in writing of the

name and contact information of the Bank's principal point of contact within thirty (30) days of the Effective Date.

44. The Bank shall make an annual report to its board of directors on its progress in fulfilling the terms of this Agreement. Each such report shall provide a summary of the Bank's actions to comply with each requirement of this Agreement during the previous year, the Bank's assessment of the extent to which each quantifiable obligation was met, and an explanation of why any particular component fell short of meeting the obligation for that year. The Bank's board of directors shall review and approve such report, and the Bank shall provide a confidential copy of such report to CFHC each year for the term of this Agreement within ninety (90) days of the anniversary of the Effective Date. The Bank shall attach to the annual reports, representative copies of training material and advertising and marketing materials disseminated pursuant to this Agreement.

45. In exchange for the Bank's agreement to the terms set forth in this Agreement, CFHC hereby releases, acquits, and forever discharges with prejudice, and subject to the terms of this Agreement, the Bank and all employees, parents, owners, shareholders, agents, trustees, board members, insurers, bond holders, attorneys, subsidiaries and affiliated entities from any and all claims, demands, causes of action, or liabilities, at law or in equity, that CFHC has arising from the allegations set forth or described in the Complaint in this action, whether known or unknown, including all claims for reasonable attorneys' fees and costs.

46. To the extent it believes to be accurate, CFHC shall recognize the Bank's positive contributions and take measures which CFHC deems appropriate to help restore the reputation of the Bank and its institution-affiliated persons. For a three (3)-year period, the Parties agree that they will not disparage one another on a going forward basis for conduct released by this

Agreement except that disparagement shall not include describing the allegations contained in the Complaint and describing the Bank's position with respect to such allegations as requested by third parties or any enforcement of this Agreement. CFHC, NCLC, and the Bank shall agree to issue a joint press release relating to the settlement of litigation and their shared commitment to expanding access to credit on a non-discriminatory basis. Nothing in this Agreement will prohibit either party from promoting this Agreement as a positive result. For a period of three (3) years following the Effective Date, CFHC agrees that it will not oppose any Bank application or announcement seeking to expand the Bank's products, services or branch network or market area, nor will it file any administrative complaint or civil action or make any other public statement related to such application or announcement without first providing the Bank notice and an opportunity to confer with CFHC about concerns arising from the application or announcement. Such advance notice by CFHC to the Bank shall be made not less than fifteen (15) days prior to making any public statement or taking any administrative or legal action.

47. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Agreement. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

48. This Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against any part because such Party drafted or requested such provision, or this Agreement as a whole.

49. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein.

50. The Parties expressly represent and warrant that they have full legal capacity to enter into this Agreement, that they have carefully read and fully understand this Agreement, that they have had the opportunity to review this Agreement with their attorneys and that they have executed this Agreement voluntarily, without duress, coercion or undue influence.

51. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original. For purposes of executing this Agreement, a document signed and transmitted by facsimile or email shall be treated as an original document and have the same binding legal effect as an original signature on an original document.

52. The deadlines established by this Agreement may be extended by mutual written agreement of the Parties, and a request by either Party for a reasonable extension of a deadline shall not be unreasonably denied.

53. Portions of this Agreement filed with the Court have been redacted. The Parties agree to keep confidential and not disclose to any third party or publish the redacted terms and conditions of this Agreement, or any of the negotiations and discussions that preceded its making, except as follows: (i) as is necessary to dismiss the pending Complaint; (ii) as is necessary to effectuate any term or provision of the Agreement, including any subsequent mediation to enforce this Agreement; (iii) as is necessary to communicate with accountants, tax advisors, insurers or lawyers; (iv) to comply with a request from the Bank's banking regulator or

other supervisory authority; and (v) as required by law or court order upon notice to the other Party sufficiently in advance of such disclosure to permit it to seek a protective order. The term “publish” shall include comments made verbally or in writing, in any medium, including testimony, public statements or remarks, press releases or comments posted on any website, social networking site, blog or other internet-based medium.

54. The Parties consent to the appointment of a mediator selected upon mutual agreement of the Parties for the purpose of assisting the Parties to resolve future disputes that may arise regarding compliance and interpretation of this Agreement, pursuant to the procedure outlined in this Paragraph. In the event that a dispute arises during the term of this Agreement regarding the Bank’s compliance with this Agreement, the Parties shall follow the following process: (1) CFHC shall give the Bank written notice of any instance of alleged noncompliance with this Agreement and an opportunity to cure; (2) the Bank will review the issue identified and make a good faith effort to resolve or correct any failures to comply with the terms of this Agreement within forty-five (45) days of receipt of such notice; (3) if CFHC does not believe the matter has been resolved, CFHC may request the Parties agree to meet in person or by telephone to confer in a good faith effort to settle the dispute; (4) if the CFHC does not believe the meet and confer process resolves the dispute, CFHC may request and the Parties agree to hold a telephonic conference call among CFHC, the Bank and the mediator to discuss resolution of the alleged breach of this Agreement; (5) if the CFHC believes the dispute is not resolved as a result of the conference call, CFHC may request and the Parties agree to meet in person before the mediator to mediate the dispute. The Bank shall pay the costs of mediation, if any, unless the mediator determines that the claim brought against the Bank was not brought in good faith or was substantially without merit, in which case CFHC shall pay the costs of mediation.

AGREED TO BY THE PARTIES:

Dated: February 28, 2019

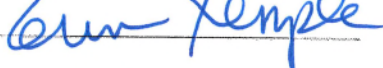
Dated: February 27, 2019

ON BEHALF OF CONNECTICUT
FAIR HOUSING CENTER:

ON BEHALF OF LIBERTY BANK:

CONNECTICUT FAIR HOUSING
CENTER

LIBERTY BANK

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Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

THE CONNECTICUT FAIR HOUSING CENTER, INC.,

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(admitted pro hac vice)

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By: _____

CERTIFICATION

I hereby certify that on February 28, 2019, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail or anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

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Liberty Bank Investment Zones

Hartford			
Hartford			
Manchester			
Windsor			

Notes:

- Tract median family income levels and census tract minority population percentages are based on data in the 2018 FFIEC Census Report (<https://www.ffiec.gov/censusapp.htm>).
- Cities and towns are based on census county subdivisions and may or may not reflect legal borders.