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24 Attorneys for Plaintiffs  
25 CHRISTOPHER WILLIAMS, SAM ALBURY, AND SHAI A BECKWITH SIMMONS,  
26 INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

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

21 CHRISTOPHER WILLIAMS, SAM ALBURY,  
22 and SHAI A BECKWITH SIMMONS, individually  
23 and on behalf of all others similarly situated,

24 Plaintiffs,

25 v.

26 WELLS FARGO BANK, N.A. and WELLS  
27 FARGO & CO.,

28 Defendant.

CASE NO: 3:22-cv-00990-JD

**AMENDED COMPLAINT**

Class Action

Jury Trial Demanded

Hon. James Donato

AMENDED  
COMPLAINT

1 **AMENDED COMPLAINT**  
2 **CLASS ACTION**

3 Plaintiffs Christopher Williams (“Williams”), Sam Albury (“Albury”), and Shaia  
4 Beckwith Simmons (“Simmons”), on behalf of themselves and all others similarly situated, by  
5 and through their attorneys, hereby file this Amended Complaint against Defendants Wells Fargo  
6 Bank, N.A. and Wells Fargo & Co. (collectively “Wells Fargo” or the “Firm”), and state as  
7 follows:

8 **JURISDICTION, VENUE, AND DIVISIONAL ASSIGNMENT**

9  
10 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and  
11 1343. In addition, this Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(d), as the  
12 amount in controversy exceeds \$5,000,000, and at least one member of the class is a citizen of a  
13 different state than any defendant. Plaintiff Williams is a citizen of Georgia, Plaintiff Albury is a  
14 citizen of Nevada, Plaintiff Simmons is a citizen of Florida, and neither Defendant is a citizen of  
15 Georgia, Nevada, or Florida. Defendant Wells Fargo & Co. is incorporated in Delaware and its  
16 principal place of business is in San Francisco, California, as set forth further below. Defendant  
17 Wells Fargo Bank, N.A. is a national banking association chartered in South Dakota and with its  
18 principal place of business in San Francisco, California.

19  
20 2. Venue is proper in the Northern District of California pursuant to 28 U.S.C.  
21 § 1391(b) because both Defendants reside in this District and a substantial part of the events or  
22 omissions giving rise to the claim occurred in this District, as the discriminatory policies  
23 emanated and were executed from Wells Fargo’s headquarters in this District. Venue is proper in  
24 the San Francisco Division of the Northern District of California because a substantial part of the  
25 events or omissions giving rise to the claims occurred in the county of San Francisco.  
26  
27  
28

**PARTIES**

1  
2 3. Defendant Wells Fargo & Co. is a publicly-traded, global financial services firm  
3 and Fortune 500 corporation incorporated in Delaware and has its principal place of business in  
4 San Francisco, California. As of December 31, 2020, Wells Fargo has assets of approximately  
5 \$1.9 trillion, loans of \$887.6 billion, deposits of \$1.4 trillion and stockholders' equity of \$185  
6 billion.<sup>1</sup> Wells Fargo provides a wide variety of financial products and services to its global and  
7 domestic clients, who include corporations, governments, financial institutions and individuals,  
8 including home mortgages. Wells Fargo claims to serve at least one out of three households in the  
9 United States.<sup>2</sup>

10  
11 4. Defendant Wells Fargo Bank, N.A. is a national banking association chartered in  
12 South Dakota with its principal place of business in San Francisco, California, and a subsidiary of  
13 Wells Fargo & Co.

14  
15 5. Plaintiff Christopher Williams is African American and a citizen of Georgia. As  
16 described below, Williams applied for a home mortgage with Wells Fargo and was subjected to  
17 racial discrimination in Wells Fargo's mortgage lending process.

18  
19 6. Plaintiff Sam Albury is African American and a citizen of Nevada. As described  
20 below, Albury applied for a home mortgage with Wells Fargo and was subjected to racial  
21 discrimination in Wells Fargo's mortgage lending process.

22  
23 7. Plaintiff Shaia Beckwith Simmons is African American and a citizen of Florida.  
24 As described below, Plaintiff Simmons obtained a home mortgage with Wells Fargo and was  
25 subjected to racial discrimination in Wells Fargo's mortgage lending process.

26 <sup>1</sup> <https://www.wellsfargo.com/assets/pdf/about/investor-relations/sec-filings/2020/10k.pdf>

27 <sup>2</sup> [https://newsroom.wf.com/English/news-releases/news-release-details/2021/Wells-Fargo-launches-Banking-Inclusion-Initiative-to-accelerate-unbanked-households-access-to-affordable-transactional-accounts/default.aspx#:~:text=Wells%20Fargo%20%26%20Company%20\(NYSE%3A,of%20banking%2C%20investment%20and%20mortgage](https://newsroom.wf.com/English/news-releases/news-release-details/2021/Wells-Fargo-launches-Banking-Inclusion-Initiative-to-accelerate-unbanked-households-access-to-affordable-transactional-accounts/default.aspx#:~:text=Wells%20Fargo%20%26%20Company%20(NYSE%3A,of%20banking%2C%20investment%20and%20mortgage)

**FACTUAL ALLEGATIONS**

1  
2 8. As stated above, Wells Fargo is one of the largest banks in the country and one of  
3 the top residential mortgage providers in the United States. Across the country, Wells Fargo  
4 applies mortgage origination, approvals, interest rate determinations, fees, costs, refinancing,  
5 underwriting, deferment, forbearance, default, and foreclosure policies and practices that  
6 intentionally and disproportionately discriminate against and harm Black and/or African  
7 American home loan applicants and home mortgage borrowers. Williams, Albury, and Simmons  
8 were injured by Wells Fargo’s racially discriminatory residential mortgage policies and practices.  
9

10 9. Wells Fargo has a long history of racial discrimination and maintains a corporate  
11 culture replete with harmful racial stereotypes and biased views about Black and/or African  
12 American customers.  
13

14 10. Wells Fargo discriminates against Black and/or African American customers  
15 throughout its lending process, from application—where Wells Fargo disproportionately denies  
16 credit to Black and/or African American applicants—to origination—where Wells Fargo  
17 disproportionately charges higher interest rates, imposes higher fees and costs, and offers worse  
18 terms to Black and/or African Americans compared to non-Black, non-African Americans—to  
19 refinancing—where Wells Fargo disproportionately denies Black and/or African Americans the  
20 opportunity to modify or lower their interest rates—and servicing—where Black and/or African  
21 American borrowers are subjected to additional racial discrimination.  
22

23 11. Wells Fargo engages in redlining by approving white applicants for mortgage  
24 loans at substantially higher rates than Black and/or African American applicants. In 2020, for  
25 instance, according to an analysis of nationwide data published under the Home Mortgage  
26 Disclosure Act, Wells Fargo approved approximately 67.1% of white borrowers who applied for  
27 a mortgage, compared to only 51.8% of Black and/or African American applicants.  
28

1           12.     When evaluating statistical disparities like the one described above, statisticians  
2 use a tool called the “standard deviation” to assess the likelihood that the disparity is due to  
3 chance. The more standard deviations, the more the observed result deviates from the expected  
4 result and the less likely that the disparity is due to random chance. Courts and statisticians  
5 consider a disparity “statistically significant”—that there is a 95% level of confidence that  
6 random chance did not cause the disparity—at 1.96 standard deviations. In this case, the  
7 difference in approvals is statistically significant at *over 29 standard deviations*.

9           13.     When Wells Fargo approves Black and/or African American borrowers’ mortgage  
10 applications, it does so on substantially worse terms than offered to non-Black, non-African  
11 American borrowers. Nationwide, in 2020, the average interest rate Wells Fargo charged to Black  
12 and/or African American borrowers was 3.34%, versus 3.23% to white borrowers. The difference  
13 is statistically significant at over 17 standard deviations.

15           14.     Wells Fargo also imposes higher costs on Black and/or African American  
16 borrowers relative to the size of their loans. In 2020, Black and/or African American borrowers  
17 nationwide had to spend, on average, 2.0% of their Wells Fargo loan value on costs and fees,  
18 versus 1.7% for white borrowers. The disparity is statistically significant at 9 standard deviations.

19           15.     Wells Fargo has faced a number of recent lawsuits and settlements challenging  
20 these practices and disparities. For example, in 2011, a jury found Wells Fargo guilty of  
21 systematically discriminating against minority home buyers by using a computer software for  
22 minority homeowners which resulted in them paying more for their home loans than white  
23 borrowers. *Opal Jones, et. al v. Wells Fargo Bank, N.A., et al.*, Case No. BC337821 (Los Angeles  
24 Superior Court) (\$3.5 million verdict). Wells Fargo has also paid hundreds of millions of dollars  
25 to avoid litigating its discriminatory home lending practices. Indeed, Wells Fargo agreed to a  
26 settlement valued at over \$440 million of a lawsuit challenging the Firm’s redlining practices,  
27  
28

1 resulting in a disproportionate number of foreclosures in African American neighborhoods in  
2 Shelby County and the City of Memphis. *City of Memphis and Shelby County, et al. v. Wells*  
3 *Fargo Bank, N.A., et al.*, Case No. 2:09-CV-02857 (W.D. Tenn.). Wells Fargo also settled a  
4 lawsuit for \$37 million led by the National Fair Housing Alliance alleging that Wells Fargo took  
5 better care of foreclosed properties that it owned in white neighborhoods than those in African  
6 American and Latino communities. *National Fair Housing Alliance, et al. v. Wells Fargo Bank*  
7 *N.A., et al.*, HUD Case No. 09-12-0708-8 (U.S. Department of Housing & Urban Development  
8 Office of Fair Housing & Equal Opportunity).

10 16. Wells Fargo has also faced and settled numerous lawsuits challenging its “reverse  
11 redlining” practices of charging higher rates and imposing less favorable terms for minority home  
12 borrowers than for white home borrowers. For instance, in 2013, Wells Fargo paid \$175 million  
13 to settle a lawsuit brought by the United States Department of Justice alleging that the Firm  
14 charged higher rates to its African American and Latino borrowers. *United States v. Wells Fargo*  
15 *Bank, NA*, Case No. 1:12-cv-01150 (D.D.C.).

17 17. In 2019, Wells Fargo paid \$10 million to settle a similar claim brought by the City  
18 of Philadelphia. *City of Philadelphia v. Wells Fargo & Co., et al.*, No. 2:17-cv-02203-AB (E.D.  
19 Pa. 2019). Philadelphia alleged that Wells Fargo simply swapped the evil of redlining—refusing  
20 to lend to minority communities—for the similarly pernicious reverse redlining—lending to  
21 minority borrowers, but saddling them with more expensive loans with worse terms than those  
22 extended to white borrowers. *City of Philadelphia v. Wells Fargo & Co., et al.*, No. 2:17-cv-  
23 02203-AB (E.D. Pa. 2019), Dkt. 1 (Complaint) ¶¶ 5–21. Philadelphia alleged that “since at least  
24 2004 . . . Wells Fargo has systematically engaged in a continuous and unbroken discriminatory  
25 pattern and practice of issuing higher cost or more onerous mortgage loans to minority borrowers  
26 in Philadelphia when more favorable and less expensive loans were being offered to similarly  
27  
28

1 situated non-minority borrowers.” *Id.* ¶ 5 (E.D. Pa.). Philadelphia’s statistical analysis revealed  
2 that African American borrowers were more than twice as likely to “receive a high-cost or high-  
3 risk loan” than a white borrower even when controlling for credit score. *Id.* ¶ 14. Indeed, the  
4 discrimination worsened as the credit score increased—especially creditworthy “African-  
5 Americans with FICO scores over 660 were 2.570 times more likely to receive a high-cost or  
6 high-risk loan from Wells Fargo as a white borrower.” *Id.* The predictable result of Wells Fargo’s  
7 foisting high-cost, high-risk loans on African Americans was an explosion of foreclosures in  
8 minority communities, where loans were “4.710 times more likely to result in foreclosure than is  
9 a loan in a predominantly white neighborhood.” *Id.* ¶ 12. This precipitated what “many leading  
10 commentators describe[d] as the ‘greatest loss of wealth for people of color in modern US  
11 history.’” *Id.* ¶ 18.

12  
13  
14 18. Wells Fargo has found new avenues to discriminate against Black and/or African  
15 American customers with recent changes to the home mortgage market. Nationwide, homeowners  
16 have had the opportunity to take advantage of historically low interest rates through refinancing,  
17 which occurs when a homeowner applies for credit related to their residential real estate to change  
18 the terms of an earlier loan. Over the last two years, U.S. homeowners refinanced almost \$5  
19 trillion in mortgages, generating untold savings.<sup>3</sup> This could have been an opportunity for African  
20 American homeowners to build wealth and secure their families’ futures.

21  
22 19. Wells Fargo, however, systematically and intentionally shut Black and/or African  
23 American customers out of this major wealth event. According to an analysis of 2020 Home  
24 Mortgage Disclosure Act data, Wells Fargo approved 33.7% of refinancing applications from  
25 Black and/or African American applicants, compared with 49.1% from white applicants. Wells  
26  
27

28 <sup>3</sup> <https://www.bloomberg.com/graphics/2022-wells-fargo-black-home-loan-refinancing/>

1 Fargo denied Black and/or African Americans borrowers' applications outright 36.1% of the  
2 time, versus 20.3% of the time for white borrowers. These disparities are statistically significant  
3 at over 31 standard deviations.

4 20. And just as it does with home purchase loans, Wells Fargo charges higher costs  
5 and interest rates to Black and/or African American customers who obtain refinancing. In 2020,  
6 Wells Fargo charged the average national Black and/or African American refinancing recipient  
7 3.18% versus 3.11% for white refinancing recipients, and charged Black and/or African American  
8 customers an average of \$5,335 in costs and fees versus \$4,193 for white borrowers, for an  
9 average cost of borrowing of 2.6% for Black and/or African American customers versus 1.8% for  
10 white borrowers. All these disparities are statistically significant.

11 21. Wells Fargo's failure to extend refinancing and other home loans to Black and/or  
12 African American customers has even drawn the attention of members of Congress. Senators  
13 Elizabeth Warren and Ron Wyden recently wrote a letter to Wells Fargo's Chief Executive  
14 Officer Charles Scharf excoriating the Bank for its "shocking disparity" in its approval ratings of  
15 Black and/or African American refinancing applicants.<sup>4</sup> The Senators stated that Wells Fargo's  
16 recent actions were consistent with "Wells Fargo's long history of scamming and mistreating  
17 consumers of color."<sup>5</sup> Furthermore, the Senators believed "Wells Fargo's treatment of Black  
18 borrowers is deeply concerning, no matter how one looks at the data" and concluded, "Wells  
19 Fargo appears to be simply unable or unwilling to stop preying upon customers of color."<sup>6</sup>

20 22. Wells Fargo discriminates against its African American employees just as readily  
21 as it does its customers. In 2016, Wells Fargo was charged with systemic discrimination against  
22

23  
24  
25  
26 <sup>4</sup>Letter from Senators Elizabeth Warren and Ron Wyden, March 16, 2022  
<https://www.warren.senate.gov/imo/media/doc/2022.3.16%20Letter%20to%20Wells%20Fargo%20on%20Refinancing%20Discrimination.pdf>

27 <sup>5</sup> *Id.*

28 <sup>6</sup> *Id.*



1 minority Financial Advisors including by African American Financial Advisors in the class action  
2 lawsuit *Slaughter v. Wells Fargo Advisors*, 14-cv-06368 (N.D Ill. 2014). Wells Fargo eventually  
3 settled the *Slaughter* litigation for over \$35 million. *Slaughter v. Wells Fargo Advisors*, 14-cv-  
4 06368 (N.D Ill. 2014), Dkt. 99-1.

5  
6 23. In determining home loans, interest rates, points, and other credit and contractual  
7 terms, Wells Fargo intentionally uses factors to determine eligibility for home loan rates, terms,  
8 and conditions that facilitate redlining and reverse redlining against and disfavor Black and/or  
9 African American applicants.

10 24. Many traditional techniques for determining creditworthiness, such as FICO score,  
11 debt-to-income ratio, and work history, have been demonstrated to cause an unlawful disparate  
12 impact against Black borrowers and/or African Americans. Wells Fargo, however, employs an  
13 even more discriminatory “unique scoring model” that eschews even these traditionally  
14 discriminatory origination and underwriting techniques. Wells Fargo thereby intentionally  
15 discriminates and creates an unlawful disparate impact against Black and/or African American  
16 mortgage applicants, including applicants for refinancing.

17  
18 25. Additionally, pursuant to its Firm-wide discriminatory culture, Wells Fargo unduly  
19 scrutinizes and is unduly skeptical of the application materials submitted by Black and/or African  
20 American applicants, causing undue delays and rejections of Black and/or African American  
21 mortgage applicants, including applicants for refinancing.

22  
23 26. In the rare case Wells Fargo offers mortgage loans to Black and/or African  
24 American customers on reasonable terms, Wells Fargo engages in predatory lending practices to  
25 force Black and/or African American borrowers out of those terms, including pressuring Black  
26 and/or African American borrowers to increase their rates by improperly treating Black and/or  
27 African American borrowers’ loans in default and instituting improper foreclosures.  
28

1           27.     The racially discriminatory policies and practices at Wells Fargo are uniform and  
 2 national in scope and create an artificial, arbitrary, and unnecessary barrier to fair housing  
 3 opportunities for Black and/or African American borrowers. Class members who applied for  
 4 loans at Wells Fargo offices across the country and were harmed by these same policies and  
 5 practices are relying on Plaintiffs and this lawsuit to protect their rights. Wells Fargo’s policies  
 6 are practices are implemented with discriminatory intent and/or disproportionately impact Black  
 7 and/or African Americans borrowers.  
 8

9                                                           **PLAINTIFFS WERE INJURED BY DEFENDANTS’**  
 10                                                           **DISCRIMINATORY POLICIES AND PRACTICES**

11           **Christopher Williams**

12           28.     Williams is African American. Williams was a well-qualified African American  
 13 home borrower. When he applied for his mortgage loan, Williams was highly creditworthy, as  
 14 reflected in his high FICO score of over 750. Based on this, Williams believed he should have  
 15 qualified for Wells Fargo’s prime interest rate, which would have saved him substantial money  
 16 over time on his home mortgage. However, consistent with Wells Fargo’s pattern of  
 17 discrimination against African American borrowers, Wells Fargo offered Williams an interest rate  
 18 nearly three points higher than the prime interest rate offered by Wells Fargo, which is  
 19 disproportionately and discriminatorily offered to white applicants.  
 20

21           29.     Believing it to be a mistake, Williams spoke to Wells Fargo’s home lending  
 22 department to have his credit report rechecked and for his interest rate to be lowered. Instead, the  
 23 Firm refused to reconsider his credit score or his interest rate.  
 24

25           30.     Wells Fargo agreed to revisit its refusal to extend the loan to Williams on  
 26 favorable terms. However, in a letter dated September 5, 2019, Wells Fargo finally articulated for  
 27 the first time, that it did not use solely FICO credit scores to determine home interest rates, but  
 28

1 instead used “a unique scoring model, which considers more than credit scores to evaluate  
2 applications.”

3 31. Indeed, the “other” factors used by Wells Fargo to determine interest rates for  
4 home loans serve to intentionally exclude Black and/or African American borrowers from  
5 affordable and lower-risk loans, force Black and/or African American borrowers to pay higher  
6 interest rates and other fees that similarly situated white borrowers, and have a disparate impact  
7 based on race. Williams applied for and received a home loan from another bank at its prime  
8 interest rate.

10 32. Williams identified his race to Wells Fargo during the application process.

11 **Sam Albury**

12 33. Plaintiff Albury is African American. Albury is a well-qualified African American  
13 home borrower. When he applied for his mortgage, Albury was gainfully employed, had already  
14 owned two properties, and was highly creditworthy. In or around June 2020, Albury agreed to  
15 purchase a new home in Las Vegas, Nevada. To do so, Albury agreed to close on the property in  
16 35 days and paid the buyer a considerable amount of earnest money. Despite being warned not to  
17 use Wells Fargo by his realtor, Albury believed he would receive a prime mortgage due to his  
18 preexisting banking relationship with Wells Fargo.

20 34. However, consistent with Wells Fargo’s pattern of discrimination against Black  
21 and/or African American borrowers across the country, Wells Fargo offered Albury an interest  
22 rate higher than the prime interest rate offered by Wells Fargo to white applicants. Wells Fargo  
23 also unduly scrutinized his application and subjected him to baseless inquiries regarding his  
24 finances and work history. Worried that Wells Fargo would not approve his mortgage application  
25 in time for the scheduled closing, Albury answered all of Wells Fargo’s baseless inquiries.  
26  
27  
28

1           35. Wells Fargo continued to string Albury along until, just days before his scheduled  
2 closing, Wells Fargo denied his application in full. Wells Fargo's actions forced Albury to walk  
3 away from his home purchase, thereby forfeiting thousands of dollars in earnest money.

4           **Shaia Beckwith Simmons**

5           36. Plaintiff Shaia Beckwith Simmons is a public relations expert, community  
6 advocate, and motivational speaker, with a Bachelor's in Business Administration and  
7 Management and a Master's in Educational Leadership and Administration from Florida A&M  
8 University. She and her husband, the head coach of Florida A&M's Division I football team, are  
9 pillars of their local community.

10           37. Simmons is a well-qualified African American home borrower who obtained a  
11 home mortgage loan from Wells Fargo in 2009 and refinanced it for a lower interest rate in 2013.

12           38. Simmons is a model homeowner and has timely made her monthly payments  
13 without incident. During the COVID-19 pandemic, as required by the CARES Act, Wells Fargo  
14 offered existing home mortgage borrowers the option to defer their payments. Simmons accepted  
15 Wells Fargo's deferment option, which allowed her to restructure her loan to defer monthly  
16 payments during the pandemic and instead make those monthly payments at the end of her loan.

17           39. After several months of approved deferments, Simmons promptly resumed making  
18 her mortgage payments in full, as she had done for decades without issue.

19           40. Yet consistent with its nationwide discriminatory practices, Wells Fargo  
20 maliciously and unlawfully instituted foreclosure proceedings against Simmons without prior  
21 notice, asserting without justification that Simmons was in default for failure to make mortgage  
22 payments during her deferment.

23           41. Consistent with its nationwide practices of predatory lending to extract wealth  
24 from Black and/or African American customers, Wells Fargo presented Simmons with an  
25

1 ultimatum: she could renegotiate her loan, potentially at a higher interest rate that would cost her  
2 many thousands of dollars over the remaining life of the loan, or Wells Fargo would persist with  
3 the unjustified foreclosure to take her home away from her and resell it in a booming market.

4 42. Simmons refused to renegotiate her loan and is resisting the wrongful foreclosure,  
5 which remains pending.

6 43. Wells Fargo's unlawful actions have caused Simmons emotional distress, and the  
7 pendency of the wrongful foreclosure and filing of a lis pendens against her property have  
8 damaged Simmons's credit rating, causing further injury.

9  
10 **CLASS ALLEGATIONS**

11 44. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil  
12 Procedure on behalf of himself and a class of Black and/or African American applicants or  
13 borrowers who applied for, received, or maintained credit from Defendants related to residential  
14 real estate and who were subjected to discrimination by Defendants due to their race. Plaintiffs  
15 seek certification of a liability and injunctive and declaratory relief class under Rule 23(b)(2) and  
16 23(c)(4), and/or certification of a broader class under Rule 23(b)(3). All requirements of class  
17 certification are met by the proposed class.

18 45. The class of Black and/or African American participants in Wells Fargo's home  
19 lending process is so numerous that joinder of all members is impracticable. Fed. R. Civ. P.  
20 23(a)(1).

21 46. There are questions of law and fact common to the class, and those questions can  
22 and should be resolved in a single proceeding that furthers this litigation. Fed. R. Civ. P. 23(a)(2).

23 47. The claims alleged by Plaintiffs are typical of the claims of the class. Fed. R. Civ.  
24 P. 23(a)(3).

1           48.     Plaintiffs will fairly and adequately represent and protect the interests of the class.  
2 Fed. R. Civ. P. 23(a)(4).

3           49.     The issue of determining liability regarding whether Defendant’s policies and  
4 practices result in a pattern or practice of intentional discrimination and/or have a disparate  
5 impact against African Americans is appropriate for issue certification under Rule 23(c)(4). Other  
6 common issues are also appropriate for certification.

7           50.     Defendants have acted or refused to act on grounds that apply generally to the  
8 class, so that final injunctive relief or corresponding declaratory relief is appropriate with regard  
9 to the class as a whole. Fed. R. Civ. P. 23(b)(2).

10           51.     The questions of law and fact common to the members of the class predominate  
11 over any questions affecting only individual members, and a class action is superior to other  
12 available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P.  
13 23(b)(3).

14  
15  
16                                       **COUNT I**

17                                       **EQUAL CREDIT OPPORTUNITY ACT**

18           52.     Plaintiffs, on behalf of themselves and all those similarly situated, reallege each  
19 and every paragraph above and incorporate them by reference as though fully stated herein.

20           53.     The Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, makes it unlawful for  
21 a creditor to discriminate against any applicant with respect to any aspect of a credit transaction  
22 on the basis of race.

23           54.     As described above, Defendants are creditors because they regularly extend,  
24 renew, and continue credit, and Plaintiffs were applicants for credit.

25           55.     Defendants maintained a nationwide set of uniform, discriminatory mortgage loan  
26 origination, refinancing, and underwriting practices and engaged in a pattern or practice of  
27  
28

1 systemic race discrimination against Black and/or African American mortgage loan applicants  
2 and borrowers that constitutes illegal intentional race discrimination in violation of the Equal  
3 Credit Opportunity Act.

4 56. Plaintiffs and all those similarly situated were subjected to and harmed by  
5 Defendant's systemic and individual discrimination.

6 57. Defendants' unlawful conduct resulted in considerable harm to Plaintiffs and all  
7 those similarly situated.

8 58. On behalf of themselves and the class they seek to present, Plaintiffs request the  
9 relief set forth below.

10  
11 **COUNT II**

12 **RACE DISCRIMINATION IN VIOLATION**  
13 **OF 42 U.S.C. § 1981**

14 59. Plaintiffs, on behalf of themselves and all those similarly situated, reallege each  
15 and every paragraph above and incorporate them by reference as though fully stated herein.

16 60. Under 42 U.S.C. § 1981, persons of all races are guaranteed the same right to  
17 make and enforce contracts, regardless of race. The term "make and enforce" contracts includes  
18 the making, performance, modification, and termination of contracts, and the enjoyment of all  
19 benefits, privileges, terms, and conditions of the contractual relationship.

20 61. Defendants maintained a nationwide set of uniform, discriminatory mortgage loan  
21 origination, refinancing, and underwriting practices and engaged in a pattern or practice of  
22 systemic race discrimination against Black and/or African American mortgage loan applicants  
23 and borrowers that constitutes illegal intentional race discrimination in the making and  
24 modification of contracts in violation of 42 U.S.C. § 1981.  
25  
26  
27  
28





1 **COUNT IV**

2 **RACE DISCRIMINATION IN VIOLATION OF**  
3 **THE FAIR HOUSING ACT OF 1968, 42 U.S.C § 3601 *et seq.***

4 69. Plaintiffs reallege each and every paragraph above and incorporate them by  
5 reference as though fully stated herein.

6 70. The Fair Housing Act, 42 U.S.C. § 3605(a), prohibits any entity whose business  
7 includes engaging in residential real estate-related transactions from discriminating against any  
8 person in making available such a transaction on the basis of race.

9  
10 71. Defendants' business includes engaging in residential real estate-related  
11 transactions.

12 72. As set forth above, Defendants maintained a nationwide set of uniform,  
13 discriminatory mortgage loan origination, refinancing, and underwriting practices and engaged in  
14 a pattern or practice of systemic race discrimination against Black and/or African American  
15 mortgage loan applicants and borrowers that constitutes illegal intentional race discrimination and  
16 disparately impacts Black and/or African American mortgage loan applicants and borrowers in  
17 violation of the Fair Housing Act of 1968.

18  
19 73. Plaintiffs and all those similarly situated were subjected to and harmed by  
20 Defendants' systemic and individual discrimination.

21 74. On behalf of themselves and the class they seek to present, Plaintiffs request the  
22 relief set forth below.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs respectfully request that this Court find against Defendants  
25 as follows:

26 a. Certify this case as a class action;

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- b. Designate Plaintiffs as Class Representatives and designate Plaintiffs’ counsel of record as Class Counsel;
- c. Declare that Defendants’ acts, conduct, policies and practices are unlawful and violate the Equal Credit Opportunity Act, 42 U.S.C. §§ 1981 and 1982, and the Fair Housing Act;
- d. Declare that Wells Fargo engaged in a pattern and practice of racial discrimination against Black and/or African American applicants and borrowers;
- e. Order Plaintiffs and all others similarly situated offered mortgage loans at non-discriminatory rates, and otherwise make Plaintiffs whole;
- f. Award Plaintiffs and all others similarly situated compensatory and punitive damages;
- i. Award Plaintiffs and all others similarly situated prejudgment interest and attorneys fees, costs and disbursements, as provided by law;
- j. Award Plaintiffs and all others similarly situated such other make whole equitable, injunctive and legal relief as this Court deems just and proper to end the discrimination and fairly compensate Plaintiffs and all others similarly situated.
- k. Award Plaintiffs and all others similarly situated such other relief as this Court deems just and proper.

**DEMAND FOR A JURY TRIAL**

Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure and Civil Local Rule 3-6.

Respectfully submitted,

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*Attorneys for Plaintiffs Williams, Albury, Simmons,  
individually and on behalf of all others similarly  
situated*