

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF ALABAMA

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.
	)	1:09-cv-00644-WS-M
v.	)	
	)	
FIRST UNITED SECURITY BANK,	)	
n/k/a FIRST US Bank,	)	
	)	
Defendant.	)	
_____	)	

JOINT STATUS REPORT

I. INTRODUCTION

In response to the Court's order of September 29, 2014, the parties submit this joint notice to report on the status of the implementation of the settlement terms, as set forth in the Amended Agreed Order for Resolution ("Amended Agreement"), entered by the Court on May 7, 2014. The Amended Agreement resolved the claims of the United States that the defendant, First United Security Bank, now known as First US Bank¹ ("FUSB" or "the Bank"), violated the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601-3619, and the Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. §§ 1691-1691f, by engaging in a pattern or practice of racial discrimination in the setting of interest rates for first-lien refinance loans originated in 2004 for owner-occupied one-to-four family houses and by failing to serve the lending needs of majority African-American census tracts in west central Alabama on an equal basis with majority-white tracts.

The parties continue to work cooperatively to ensure the smooth and full implementation of the various aspects of the Amended Agreement. To date, the Bank has complied in full with

¹ After obtaining required approvals, FUSB changed its name to First US Bank on December 15, 2014.

the various parts of the Amended Agreement and, with two exceptions, satisfied all of its commitments thereunder. Those two exceptions are:

1. Part II C, Additional Branch Location and Services, paragraph 12, of the Fair Lending Initiatives section of the Order, and
2. Part II E, Special Financing Program, paragraph 30, of the Fair Lending Initiatives section of the Order.

By mutual consent of the parties, and pursuant to paragraph 40 of the Amended Agreement, the expiration of the term of the Amended Agreement has been extended to December 15, 2015.

Additional Branch Location and Services

Under the terms of the Amended Agreement, the Bank committed to make reasonable efforts to acquire or open an additional branch in an area defined by the Amended Agreement as majority-minority. To date, the Bank has received all relevant permits and approvals to open a branch at the location it purchased at 2619 and 2621 University Boulevard, Tuscaloosa, Alabama, 35401, which is located in one of the census tracts identified in Appendix A of the Amended Agreement.

In order for the branch to be operational, the bank is undergoing some construction work to prepare the space before it can open for business. Construction work began on January 20, 2015 and the bank expects the site to be open for business on or about October 15, 2015.

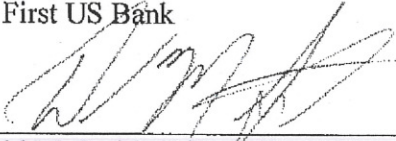
Special Financing Program

Under the terms of the original Agreement, the Bank also committed to invest a minimum of five hundred thousand dollars (\$500,000) over the duration of the Agreement in a special financing program for residential and CRA small business and community development loans. The parties later agreed, and the Court approved, an expanded list of approved ways in which the bank could disburse the funds in the special financing program. The Bank has made vast progress in distributing the fund through the origination of these loans and only 7.8% of the fund remains to be disbursed. However, despite the Bank's best and consistent efforts, the program funds have not been fully exhausted, a requirement for the termination of the Amended Agreement.

In the event the Bank's obligations in the Amended Agreement pertaining to the additional branch and the special discount fund are satisfied before December 15, 2015, the parties will move this Court for an early termination of the term of the Amended Agreement.

Respectfully submitted on April 9, 2015,

For First US Bank



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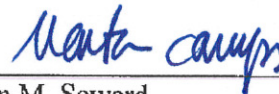
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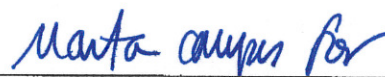
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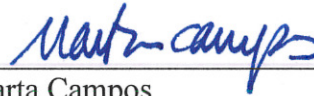
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 9th day of April 2015, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

A handwritten signature in blue ink, appearing to read "Marta Campos", is written over a horizontal line.

Marta Campos
Attorney
U.S. Department of Justice
Civil Rights Division
Housing & Civil Enforcement Section