



**CONCILIATION AGREEMENT**

**The United States  
Department of Housing and Urban Development**

**and**



**Las Vegas, NV 89135**

**Complainants**

**and**

**Home Loan Center, Inc.  
dba Lending Tree Loans  
163 Technology Drive  
Irvine, CA 92618**

**Respondent**

**HUD Case No.: 09-12-0432-8 (Title VIII)**

**HUD Date Filed: February 1, 2012**

**Effective Date of Agreement: 3/29/2012**

**Expiration Date of Agreement: 3/29/2015**

**A. Parties and Subject Property**

**Complainants:** [REDACTED]

**Respondent:** Home Loan Center, dba Lending Tree Loans (hereinafter "Lending Tree Loans")

**Subject Property:** [REDACTED] Las Vegas, NV 89135

**Statement of Facts:** On or about February 1, 2012, Complainants filed a complaint with the United States Department of Housing & Urban Development ("the Department") alleging that they were injured by discriminatory acts of Respondents David Roh, Lending Tree LLC, and Lending Tree Loans. On or about March 26, 2012 the complaint was amended to remove Lending Tree LLC and re-designate Lending Tree Loans as Home Loan Center, Inc., dba Lending Tree Loans.

Complainants alleged that Respondent violated Sections 804a, 804b, 805, and 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988, when Respondent denied their application for a refinance because Complainant [REDACTED] was on maternity leave.

**B. Term of Agreement:** This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

**C. Effective Date**

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor an Agreement pursuant to the Fair Housing Act, unless and until such time as it is approved by the Department, through the FHEO Regional Director or his designee.
2. The Agreement shall become effective on the date on which it is approved by the U.S. Department of Housing and Urban Development FHEO Regional Director, San Francisco Region.

**D. General Provisions**

3. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
4. It is understood that the Respondent denies any violation of law, and that this

Agreement does not constitute an admission by the Respondent or evidence of a determination by the Department of any violation of the Fair Housing Act or any other law.

5. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of the Agreement or within 10 days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.
6. It is understood that the signature of David Norris, President, is made with the authority and on behalf of Respondent Home Loan Center, Inc., dba Lending Tree Loans.
7. The parties agree to remove Respondent David Roh from the complaint because he is an employee of Respondent Home Loan Center, Inc., dba Lending Tree Loans, which represents him for purposes of this complaint. The parties further agree that David Roh's signature is not required for the execution of this Agreement.
8. This Agreement, once effective, is binding upon the U.S. Department of Housing and Urban Development, the Complainants and their successors and assigns, and the Respondent, its employees, heirs, successors and assigns.
9. Pursuant to Section 810(b) (4) of the Act, this Agreement shall become a public document. The Department, however, will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
10. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
11. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director, Fair Housing Enforcement Center. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**E. Mutual Release**

12. In consideration of the execution of this Agreement, Complainants hereby forever waive, release, and covenant not to sue the Department or Respondent or their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown arising out of the subject matter of HUD case number 09-12-0432-8 (Title VIII) or which could have been filed in any action or suit arising from said subject matter.
13. In exchange for the compliance with the provisions of the Agreement, Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainants, their heirs, executors, assigns, agents, employees, or attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD case number 09-12-0432-8 (Title VIII), or which could have been filed in any action or suit arising from said subject matter.
14. This release does not apply to any rights arising from any party's failure to comply with the terms of this Agreement or to other complaints or matters of compliance which may be pending with the Department.

**F. Non-Retaliation:** Respondent acknowledges that it has an affirmative duty not to discriminate under the Fair Housing Act and other authorities, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Housing Act or other authorities. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Fair Housing Act.

**G. Relief for Complainant**

15. Respondent agrees to pay Complainants \$15,000 to compensate for the alleged discrimination. Payment will be made within thirty (30) days of the effective date of this Agreement.
16. Payment will be in the form of a check made payable to [REDACTED] and mailed to [REDACTED] Las Vegas, NV 89135.
17. Respondent will provide a copy of the check to the Department within forty-five (45) days of the effective date of this Agreement.
18. Respondent agrees that if Complainants close on a new refinance loan secured by the subject property within ninety (90) days of the effective date of this Agreement, Respondent will reimburse all of Complainants' settlement costs up to a maximum of

\$5,000. Payment will be made within thirty (30) days of receiving documentation of settlement costs in the form of a HUD 1 Settlement Statement. Complainants understand that in order to receive the reimbursement referenced in this paragraph, they must provide a copy of the HUD 1 Settlement Statement reflecting settlement costs to the Respondent within one hundred twenty (120) days of the effective date of this Agreement.

19. Reimbursement will be in the form of a check made payable to [REDACTED], " and mailed to [REDACTED], Las Vegas, NV 89135.
20. Respondent agrees that within thirty (30) days of the effective date of this Agreement, it will notify the Complainants in writing of the person and address to whom the Complainants should provide the HUD 1 Settlement Statement if they refinance their existing mortgage.
21. Respondent will provide a copy of the notice referred to in paragraph 20 to the Department within forty-five (45) days of the effective date of this Agreement.
22. Respondent will provide a copy of the reimbursement check and the Complainants' HUD 1 Settlement Statement to the Department within forty-five (45) days of receiving the HUD 1 Settlement Statement referenced in paragraph 18.

#### **H. Relief in the Public Interest**

23. Respondent confirms that it has developed a new procedure document clarifying that an applicant's maternity leave will not bar the applicant from obtaining a loan if the applicant can demonstrate that she can continue to meet the income requirements to qualify for the loan, and sets forth the rules governing temporary leave income, including maternity leave.
24. The Department has reviewed the new procedure document.
25. Respondent will confirm that it has distributed a copy of the new procedure document to all staff, contractors, servicers, or others involved in loan approvals, modifications, or originations by sending a letter to the Department within 30 days of the effective date of this Agreement.
26. Respondent agrees that all staff, contractors, servicers, or others involved in making or communicating decisions about loan approvals, modifications, or originations will receive live training on fair housing and fair lending within 30 days of the effective date of this Agreement. The training shall include specific instruction on making and communicating credit decisions in situations involving maternity leave and disability.
27. Respondent will provide certification that the training has been completed, within 60

days of the effective date of this Agreement. The certification will state the name(s) of those who attended the training, the date of the training, who provided the training, and the training provided.

28. Respondent agree to comply with all of the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

**I. Monitoring**

29. Complainants and Respondent agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may interview witnesses and copy pertinent records of Respondent.
30. Respondent agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

**J. Recording and Record Keeping**

31. This Agreement contains specific actions that are required of the Complainants and Respondent. These actions must be completed within the specified timeframes and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. It is also understood that the terms set forth in this Agreement are contractual and not merely recital.

Conciliation Agreement  
Rohde v. Home Loan Center, Inc. dba Lending Tree Loans  
HUD Case No.: 09-12-0432-8

32. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: CONCILIATION REVIEW  
600 Harrison Street, Third Floor  
San Francisco, CA 94107

**K. Consequences of Breach**

33. The parties understand that if the Department has reasonable cause to believe that the Respondent has breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S. C. §3610(c).

Conciliation Agreement  
Rohde v. Home Loan Center, Inc. dba Lending Tree Loans  
HUD Case No.: 09-12-0432-8

**SIGNATURES**

These signatures attest to the approval and acceptance of this Agreement.

 \_\_\_\_\_ 03/28/12  
 Complainant Date

 \_\_\_\_\_ 3/29/12  
 (Complaint) Date

\_\_\_\_\_  
 David Norris Date  
 President  
 On Behalf of Home Loan Center, Inc., dba Lending Tree Loans  
 Respondent

Catherine Ross-Perry \_\_\_\_\_ 3-29-12  
 Catherine Ross-Perry Date  
 Equal Opportunity Specialist  
 Office of Fair Housing and  
 Equal Opportunity

Conciliation Agreement  
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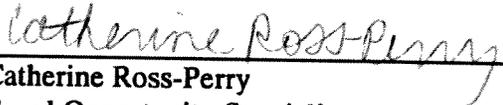
**SIGNATURES**

These signatures attest to the approval and acceptance of this Agreement.

 \_\_\_\_\_ Date  
Complainant

 \_\_\_\_\_ Date  
(Complainant)

 \_\_\_\_\_ 3/28/12  
Date  
David Norris  
President  
On Behalf of Home Loan Center, Inc., dba Lending Tree Loans  
Respondent

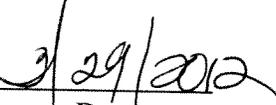
 \_\_\_\_\_ 3-29-12  
Date  
Catherine Ross-Perry  
Equal Opportunity Specialist  
Office of Fair Housing and  
Equal Opportunity

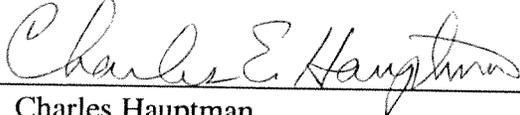
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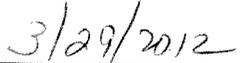
Jesse Webster  
Enforcement Branch Chief  
Office of Fair Housing and  
Equal Opportunity

Date

  
Anne Quesada  
Program Center Director  
Office of Fair Housing and  
Equal Opportunity

  
Date

  
Charles Hauptman  
Regional Center Director  
Office of Fair Housing and  
Equal Opportunity

  
Date