



**URBAN DEVELOPMENT**  
**TITLE VIII CONCILIATION AGREEMENT**

**BETWEEN**

**NAME REDACTED**  
**ADDRESS REDACTED**  
Saint Ignatius, MT 59865  
(Complainant)

And

**NAME REDACTED**  
**ADDRESS REDACTED**  
Saint Ignatius, MT 59865  
(Complainant)

And

Rocket Mortgage, LLC  
40600 Ann Arbor Road E, Suite 201  
Plymouth, MI 48170  
(Respondent)

And

Mike Gunn  
Rocket Mortgage, LLC  
40600 Ann Arbor Road E, Suite 201  
Plymouth, MI 48170  
(Respondent)

Approved by the Office of Fair Housing and Equal Opportunity (FHEO), Region VIII  
Director on behalf of the U.S. Department of Housing and Urban Development

Title VIII Case Number: 08-23-6774-8

## A. PARTIES

### Complainants:

**NAME REDACTED**

**NAME REDACTED**

### Respondents:

Rocket Mortgage, LLC

Mike Gunn

The subject property is a single-family home owned by Complainants in fee simple and located within the boundaries of the Flathead Indian Reservation at **ADDRESS REDACTED** in Saint Ignatius, Montana. Complainants sought to finance the purchase of the subject property through Respondent Rocket Mortgage, LLC (“Rocket Mortgage”) and Mike Gunn was the mortgage banker for Respondent Rocket Mortgage, LLC.

## B. STATEMENT OF FACTS

A complaint was filed by the Complainants on August 18, 2023 with the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) alleging one or more discriminatory housing practices under the Fair Housing Act, as amended, Title 42 United States Code (U.S.C.) Section 3601-3619 (“the Act”). Complainants alleged that Respondents violated the Act by subjecting them to discriminatory terms and conditions in housing based on race, thereby making housing unavailable to them, and by making, printing, or publishing a notice, statement, or advertisement with respect to the sale of a dwelling that indicates a preference, limitation, or discrimination based on race. Complainants also alleged Respondents discriminated against them in a real estate-related transaction, or in the terms or conditions of such a transaction based on race, in violation of Act.

Respondents deny that the factual allegations are true or accurate, deny that they, or either of them, engaged in any discriminatory housing practices, and deny that they, or either of them, discriminated against Complainants in any manner. Rocket Mortgage asserts that it is firmly committed to principles of home ownership, fair housing, and equal opportunity. Rocket Mortgage and Gunn enter into this Conciliation Agreement (“Agreement”) solely for the purpose of obtaining closure of this matter. By settling this matter, Rocket Mortgage is not admitting to any fault or liability with respect to the claims or underlying conduct and Gunn is not admitting to any fault or liability with respect to the claims or underlying conduct.

## C. TERM OF AGREEMENT

1. This Agreement shall govern the conduct of the parties to it for a period of three (3) years from its effective date, or until Respondents have satisfactorily complied with all the terms of this Agreement, whichever is later.

**D. EFFECTIVE DATE**

2. This Agreement shall become effective on the date that is approved by the FHEO Region VIII Director, Denver, Colorado or his or her designee.
3. The parties agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act until it is approved by the Department through the FHEO Region VIII Director or his or her designee.

**E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that Rocket Mortgage and Gunn each deny any violation of the law and that this Agreement does not constitute an admission by Rocket Mortgage or by Gunn, or evidence of a determination by the Department that Rocket Mortgage or Gunn committed any violation of the Act of any law.
6. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, 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 Act. Respondents further acknowledge that any retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
7. This Agreement, after it has been approved by the FHEO Region VIII Director or his or her designee, is binding upon both Complainants and each of Complainant's heirs, successors, and assigns. This Agreement, after it has been approved by the FHEO Region VIII Director, or his or her designee, is additionally binding upon both Respondents, and Rocket Mortgage's employees, heirs, successors, and assigns.
8. It is understood that upon approval of this Agreement by the FHEO Region VIII Director or his or her designee, it is a public document pursuant to Section 810(b)(4) of the Act.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint unrelated to the subject matter of Title VIII Case Number 08-23-6774-8 involving Respondents made pursuant to the Act or any other complaint within the Department's jurisdiction.
10. No amendment to, modification of, or waiver of any provisions of this Agreement will be effective unless: (a) all signatories to the Agreement or their successors agree in writing to the 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 Region VIII Director or his or her designee.

11. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
12. Complainants each hereby forever waive, release, and covenant not to sue the Department or Respondents, to include all their heirs, executors, assignees, agents, employees, predecessors, representatives, principals, directors, officers, affiliates, or attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, alleged or which could have been alleged, arising out of the subject matter of Title VIII Case Number 08-23-6774-8 or which could have been filed in any action or suit arising from said subject matter.
13. Respondents each hereby forever waive, release, and covenant not to sue the Department or Complainants, to include all their successors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, alleged or which could have been alleged, arising out of the subject matter of Title VIII Case Number 08-23-6774-8, or which could have been filed in any action or suit arising from said subject matter.
14. The individual(s) signing on behalf of Rocket Mortgage hereby represents that he or she has the authority to sign for Rocket Mortgage and that his or her signature will bind Rocket Mortgage.

**F. RELIEF FOR COMPLAINANTS**

15. Rocket Mortgage shall pay Complainants the total sum of sixty-five thousand dollars (\$65,000) (“Settlement Payment”). This amount shall be paid by certified or cashier’s check, made payable to “**NAME REDACTED** and **NAME REDACTED**” and will be delivered via Federal Express or Certified Mail to the following address:

**ADDRESS REDACTED**  
Saint Ignatius, MT 59865

After execution of this Agreement, but prior to the delivery of the Settlement Payment, Complainants agree to provide a completed IRS form W-9 to counsel for Respondents. Rocket Mortgage shall send the Settlement Payment within thirty (30) calendar days of the later of execution of this Agreement or receipt of a completed W-9 form.

The completed W-9 form shall be sent to counsel for Respondents at:

Rocket Central  
Attn: Crystal Price  
1050 Woodward Avenue  
Detroit, MI 48226

Alternatively, the completed W-9 form can also be sent to counsel for Respondents by email at [CrystalPrice@rocetcentral.com](mailto:CrystalPrice@rocetcentral.com).

## **G. RELIEF IN THE PUBLIC INTEREST**

16. Rocket Mortgage agrees to maintain and abide by its existing fair lending policies and procedures under which applicants seeking residential mortgage credit to be secured by real property that is held or to be held in fee simple and located within the boundaries of a Native American reservation may qualify for a home loan, without unlawful discrimination on the basis of race, color, or national origin.
17. It is understood that Rocket Mortgage provides fair lending training to its newly hired employees in lending-related roles, and annual training to its current employees in lending-related roles in a manner consistent with applicable laws, including the Fair Housing Act. Rocket Mortgage confirms that it will continue to provide such fair lending training to newly hired employees in lending-related roles, and annual training to its current employees in lending-related roles, including training on its clarified policies and procedures under which applicants seeking residential mortgage credit to be secured by real property that is held or to be held in fee simple and located within the boundaries of a Native American reservation may qualify for a home loan.
18. For purposes of outreach, Rocket Mortgage shall add specific content on its website (<https://www.rocketmortgage.com/>) and make social media postings, as defined below, linking to the website content, that describes how the company's broad range of financing options are available for otherwise eligible applicants whose loans are secured by fee simple property located within the boundaries of Native American reservations. The website content and/or postings can contain other information in Rocket Mortgage's discretion, including information on how Rocket Mortgage supports Native American clients and communities. The specific website content shall be posted within ninety (90) days of the effective date of this Agreement and be in an accessible and public-facing location on the Rocket Mortgage website, and can be revised or relocated after initial posting. The social media postings shall be published to either Rocket Mortgage's Facebook or X (formerly known as "Twitter") account (a) within ten (10) days after the website content is added and, (b) subsequently, once per quarter for twelve (12) months. Rocket Mortgage shall submit the link to this specific content to the Department within ten (10) days of publication on its website.
19. Rocket Mortgage shall provide financial support for programs aimed at improving housing conditions, consumer financial literacy and education, outreach and/or homeownership education or counseling for Native Americans located in and around one or more reservations. Respondent Rocket Mortgage shall spend a minimum total of thirty thousand dollars (\$30,000) over the term of the Agreement on these supports. Such support may be performed or delivered directly by Rocket Mortgage, or in conjunction with an existing or new program initiative by a public or private entity or organization. Such support may include becoming an associate or affiliate member of, and participating in, one or more non-profit or advocacy organizations, such as the National American Indian Housing Council, which has a primary focus on improving housing conditions, financial literacy, and/or education for Native Americans located in and around one or more federally protected reservations.

## **H. MONITORING**

20. The Department will determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this agreement may also include, but is not limited to, conducting fair housing tests by the Department or other entity. The Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with the Agreement.

## **I. REPORTING AND RECORD KEEPING**

21. Within ten (10) days of having mailed settlement payment to Complainants, as referenced in paragraph 15, Rocket Mortgage shall certify compliance with this Agreement by sending a copy of the check to the Department, as outlined in Paragraph 24.
22. Within ninety (90) days of the effective date of this Agreement, Rocket Mortgage will submit the training curriculum described in paragraph 17 to the Department and incorporate the fair lending training curriculum into its fair lending training courses for newly hired employees and annual training to its current employees, as outlined in Paragraph 24.
23. Annually, beginning 12 months after the effective date of this Agreement, Rocket Mortgage will submit annual reports to the Department on its progress and performance in complying with the Public Interest provisions of the Agreement. The final report will be delivered to the Department at least 60 days prior to the third anniversary of the effective date of the Agreement.
24. All reports and correspondence pursuant to this Agreement shall include Title VIII Case Number 08-23-6774-8. All required certifications and documentation of compliance must be submitted to:

Region VIII Conciliation Monitor  
Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
1670 Broadway, 24<sup>th</sup> floor  
Denver, Colorado 80202-4801  
Email: [R8FHCOConciliation@hud.gov](mailto:R8FHCOConciliation@hud.gov)

Required certifications and documentation may also be sent to an individual designated by the Region VIII Director or designee after the effective date of this Agreement.

**J. CONSEQUENCES OF BREACH**

25. Whenever the Department has reasonable cause to believe that one of the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 3610(c) and 3614(b) of the Act.

**K. SIGNATURES**

\_\_\_\_\_  
**NAME REDACTED**

Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
**NAME REDACTED**

Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rocket Mortgage, LLC  
Signing for Rocket Mortgage, LLC  
Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Gunn  
Respondent

\_\_\_\_\_  
Date

**APPROVAL**

\_\_\_\_\_  
James C. Whiteside  
Region VIII Director  
Office of Fair Housing and Equal Opportunity

\_\_\_\_\_  
Date