



**UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**TITLE VIII CONCILIATION AGREEMENT**

**between**

National Community Reinvestment Coalition (NCRC)  
(Complainant)

**and**

Movement Mortgage LLC  
(Respondents)

Approved by the FHEO Regional Director on behalf of the United States Department of  
Housing and Urban Development (HUD)

**FHEO CASE NAME: NCRC v. Movement Mortgage LLC**

**FHEO CASE NUMBER: 10-22-7660-8**

**DATE FILED: December 13, 2021**

**A. PARTIES AND SUBJECT PROPERTY**

Complainant

National Community Reinvestment Coalition (NCRC)  
Jesse Van Tol, CEO  
740 15th St NW, Suite 400  
Washington, DC 20005

Representative for NCRC:

Jake Lilien  
Counsel for FH Enforcement, NCRC  
740 15th Street NW  
Suite 400  
Washington, DC 20005

Respondents

Movement Mortgage LLC  
8024 Calvin Hall Rd  
Indian Land, SC 29707

Representative for Movement Mortgage LLC:

Daniella Casseres  
Mitchell Sandler  
1120 20th Street NW, Suite 725  
Washington, DC 20036

Subject Property

None.

**B. STATEMENT OF FACTS**

A complaint was filed on December 13, 2021, with the United States Department of Housing and Urban Development (the “Department”) alleging that the Complainant was injured by discriminatory acts of the Respondent. Complainant alleges Respondent violated §805 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the “Act”). Complainant alleges Respondents engaged in discriminatory lending practices based on race and national origin.

Respondents deny having discriminated against Complainant but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement (hereinafter “Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the Agreement.

**D. EFFECTIVE DATE**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Seattle Regional Office of the United States Department of Housing and Urban Development (HUD) 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. The 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 subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the Respondent, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property identified in paragraph A above.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.

8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement 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 Regional Director or his or her designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, its 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 10-22-7660-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant; their successors, assigns, agents, officers, board members, 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 Numbers 10-22-7660-8 or which could have been filed in any action or suit arising from said subject matter.

**F. RELIEF FOR COMPLAINANT**

13. Within ten (10) days of the effective date of this Agreement, Respondent Movement Mortgage agrees to pay Complainant **\$65,000.00** (sixty-five thousand dollars). Respondents will convey payment to Complainant by way of certified check, payable to **NCRC** and mailed to:

NCRC  
740 15<sup>th</sup> St. NW, Ste. 400  
Washington, DC 20005

**G. RELIEF IN THE PUBLIC INTEREST**

14. Within ninety (90) days of the effective date of this Agreement, all Respondent Movement Mortgage's employees will attend a minimum of one additional hour of Fair Housing Act lending training, supplementing the

existing fair lending training all employees are required to take, including three courses covering fair housing and discrimination.

15. Within ninety (90) days of the effective date of this Agreement, Respondent Movement Mortgage will conduct a “Grab the Key” event in the Seattle-Tacoma-Bellevue MSA designed to improve home ownership rates of Black homebuyers in said areas.
16. Within thirty (30) days of the effective date of this Agreement, Respondent Movement Mortgage will provide a **\$10,000.00** (ten-thousand dollar) grant to the Seattle-area nonprofit organization, Washington Homeownership Resource Council, to provide financial literacy, housing education and counseling for persons in majority-minority-census tracts in the Seattle-Tacoma-Bellevue MSA.

#### **H. MONITORING**

17. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondents’ property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

#### **I. REPORTING AND RECORDKEEPING**

18. Within fifteen (15) days of the effective date of this Agreement, Respondent Movement Mortgage or Respondents’ representative shall provide the Department a copy of the check issued to Complainant, per Paragraph 13.
19. Within one-hundred-five (105) days of the effective date of this Agreement, Respondent Movement Mortgage or Respondent’s representative shall provide the Department a log of Respondent Movement Mortgage’s employees who attended training, per Paragraph 14. The log shall identify each employee’s name and title, description of the training, name of presenter, date of training, and total hours of training.
20. Within one-hundred-five (105) days of the effective date of this Agreement, Respondent Movement Mortgage or Respondent’s representative shall provide the Department a summary report of the Grab the Key event as conducted, per Paragraph 15. The report shall include a description of the event, location of the event, description of the audience (such as potential homeowners or advocates/representatives of potential homeowners and the related demographic information of said persons or persons represented), and number of participants.

21. Within forty-five (45) days of the effective date of this Agreement, Respondent Movement Mortgage shall provide the Department a copy of the grant award issued to Washington Homeownership Resource Council, per Paragraph 16.
22. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development  
 Kristina Miller, Equal Opportunity Specialist  
 Region X, Office of Fair Housing and Equal Opportunity  
 Via email: [Kristina.Miller@hud.gov](mailto:Kristina.Miller@hud.gov)

**J. CONSEQUENCES OF BREACH**

23. Whenever the Department has reasonable cause to believe that a Respondent has breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

**K. SIGNATURES - HUD Case Numbers: 10-22-7660-8**

The parties agree that a signature transmitted electronically or via facsimile is the legally binding equivalent of their original signature.

\_\_\_\_\_  
 National Community Reinvestment Coalition (NCRC)      Date \_\_\_\_\_  
 Complainant  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

*Michael Brennan*  
 \_\_\_\_\_  
 Movement Mortgage LLC      *4/8/22*  
 Respondent      Date  
 By: *Michael Brennan*  
 Title: *President*  
 Date: *4/8/22*

- 21. Within forty-five (45) days of the effective date of this Agreement, Respondent Movement Mortgage shall provide the Department a copy of the grant award issued to Washington Homeownership Resource Council, per Paragraph 16.
- 22. All required certifications and documentation of compliance must be submitted to:

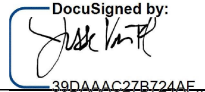
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4/12/2022

\_\_\_\_\_  
 National Community Reinvestment Coalition (NCRC)

\_\_\_\_\_  
 Date

Complainant Jesse Van Tol  
 By: \_\_\_\_\_  
 Title: President & CEO  
 Date: 4/12/2022

\_\_\_\_\_  
 Movement Mortgage LLC

\_\_\_\_\_  
 Date

Respondent  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**L. APPROVAL - HUD Case Number: 10-22-7660-8**

*Barbara L Lehman*

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Barbara Lehman  
Director, Region X  
Office of Fair Housing and Equal Opportunity

04/12/2022

Date