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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING

PA DEPT OF BANKING

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING, BUREAU OF
COMPLIANCE, INVESTIGATION AND
LICENSING,

Docket No.: 090090(ENF-C&D)

v.

HOMEFORECLOSUREFIGHTER.

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, acting through the Department of Banking (the "Department"), Bureau of Compliance, Investigation and Licensing (the "Bureau") has reviewed the business practices of The Wisdom Companies, LLC ("Wisdom") and its website www.homeforeclosurefighter.com. This Consent Agreement and Order (the "Order") is made solely for the purpose of resolving the differences between the parties addressed herein, and nothing in this Order shall be construed as, nor constitute, an admission of liability by Wisdom or an admission of the validity or enforceability of any claim or demand made by the Bureau. The parties hereby stipulate that the following statements are true and correct in the settlement of the above-captioned matter and, intending to be legally bound, hereby agree to the terms of this Order.

BACKGROUND

1. The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce 7 Pa. C. S. § 6101 *et seq.* (the "Mortgage Act").

2. The Bureau is primarily responsible for administering and enforcing the Mortgage Act for the Department.

3. Wisdom is a California Limited Liability Company that operates the website www.homeforeclosurefighter.com.

4. On or around May 14, 2009, the Bureau issued Cease and Desist Order, Docket No. 090090(ENF-C&D) (the "C&D Order"), against Wisdom for certain advertising on www.homeforeclosurefighter.com.

5. Specifically, the Bureau believed that www.homeforeclosurefighter.com was advertising the refinance of mortgage loans to Pennsylvania consumers in violation of the Mortgage Act.

6. Section 6102 of the Mortgage Act defines "mortgage loan business" as "[t]he business of advertising, causing to be advertised, soliciting, negotiating or arranging in the ordinary course of business or offering.

7. On May 26, 2009, Wisdom timely filed an appeal of the C&D Order, which Petition for Appeal and Request for Hearing is incorporated herein fully by reference.

8. On www.homeforeclosurefighter.com, and in its appeal, Wisdom stated that it did not do refinances but "matches consumers with companies that offer foreclosure prevention services" and that Wisdom "can connect you with specialists that could help you modify your loan."

9. In its appeal, Wisdom stated that it was a marketing company that is compensated by a flat fee for the lead generation data by the companies to which Wisdom sends the consumers who inquire on www.homeforeclosurefighter.com.

10. This Order resolves the C&D Order.

Authority of the Department

11. Section 6138(a)(4) of the Mortgage Act provides the Department with authority to issue orders as may be necessary for the proper conduct of the mortgage loan business and the enforcement of the Mortgage Act. 7 Pa. C.S. § 6138(a)(4).

RELIEF

12. Website. Upon the Effective Date of this Order, Wisdom shall post a disclaimer on www.homeforeclosurefighter.com that it is not a mortgage lender and does not do refinances.

FURTHER PROVISIONS

13. Consent. Wisdom hereby knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Bureau's order authority under the Mortgage Act and agrees that it understands all of the terms and conditions contained therein. The parties, by voluntarily entering into this Order, waive any right to a hearing or appeal concerning the allegations of the C & D Order and the terms, conditions and/or penalties set forth in this Order.

14. Publication. The Department will publish this Order pursuant to its authority in Section 302.A.(5) of the Department of Banking Code. 71 P.S. § 733-302.A.(5).

15. Entire Agreement. This Order contains the whole agreement between the parties. There are no other terms, obligations, covenants, representations, statements, conditions, or otherwise, of any kind whatsoever concerning this Order. This Order may be amended in writing by mutual agreement by the Bureau and Wisdom.

16. Binding Nature. The Department and Wisdom intend to be and are legally bound by the terms of this Order.

17. Counsel. This Order is entered into by the parties upon full opportunity for legal advice from legal counsel.

18. Effectiveness. Wisdom hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order ("Effective Date").

19. Other Enforcement Action.

a. The Department reserves all of its rights, duties, and authority to enforce all statutes, rules and regulations under its jurisdiction against Wisdom in the future regarding all matters not resolved by this Order.

b. Wisdom acknowledges and agrees that this Order is only binding upon the Department and not any other local, state or federal agency, department or office regarding matters within this Order.

20. Authorization. The parties below are authorized to execute this Order and legally bind their respective parties.

21. Counterparts. This Order may be executed in separate counterparts and by facsimile.

22. Titles. The titles used to identify the paragraphs of this document are for the convenience of reference only and do not control the interpretation of this document.

