

**UNITED STATES OF AMERICA  
CONSUMER FINANCIAL PROTECTION BUREAU**

**ADMINISTRATIVE PROCEEDING**

File No. 2016-CFPB-0027

In the Matter of:

**REVERSE MORTGAGE SOLUTIONS, INC.**

**d/b/a**

**Security 1 Lending**

**CONSENT ORDER**

The Consumer Financial Protection Bureau (Bureau) has reviewed the advertising practices of Reverse Mortgage Solutions, Inc. (Respondent, as defined below), through which Respondent creates consumer interest in reverse mortgage credit products. The Bureau has identified the following law violations: (1) Respondent created and disseminated deceptive and misleading advertisements for reverse mortgage credit products in violation of the Mortgage Acts and Practices —Advertising Rule (MAP Rule or Regulation N), 12 C.F.R. Part 1014; and (2) Respondent created and disseminated deceptive and misleading advertisements for reverse mortgage credit products in violation of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531(a) & 5536(a)(1)(B). Under Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

**I**  
**Jurisdiction**

1. The Bureau has jurisdiction over this matter under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565 and section 626 the Omnibus Appropriations Act of 2009, 12 U.S.C. § 5538, as amended by section 1097 of the CFPA, 15 U.S.C. § 1638 note.

**II**  
**Stipulation**

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated November 30, 2016 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565. Without admitting or denying any of the findings of facts or conclusions of law, Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

**III**  
**Definitions**

3. The following definitions apply to this Consent Order:
  - a. “Advertisement” means any written or oral statement, illustration, or depiction, whether in English or any other language, that is designed to effect a sale or create interest in purchasing goods or services, whether it appears on or in a label, package, package insert, radio, television, cable television, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book

insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, film, slide, audio program transmitted over a telephone system, telemarketing script, on-hold script, upsell script, training materials provided to telemarketing firms, program-length commercial (“infomercial”), the internet, cellular network, or any other medium. Promotional materials and items and Web pages are included in the term advertisement.

- b. “Board” means Respondent’s duly elected and acting Board of Directors.
- c. “Bureau” means Consumer Financial Protection Bureau.
- d. “Clearly and prominently” means:
  - i. In textual communications (e.g., printed publications or words displayed on the screen of an electronic device), the disclosure must be of a type size and location sufficiently noticeable for consumers eligible for a reverse mortgage credit product to read and comprehend it, in print that contrasts with the background on which it appears;
  - ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the disclosure must be delivered in a volume and cadence sufficient for consumers eligible for a reverse mortgage credit product to hear and comprehend it;
  - iii. In communications disseminated through video means (e.g., television or streaming video), the disclosure must be in writing in a form consistent with subsection (i), and must appear on the screen for a duration sufficient for consumers eligible for a reverse mortgage credit product to read and comprehend it;

- iv. In communications made through interactive media such as the internet, online services, and software, the disclosure must be presented in a form consistent with subsection (i); and
  - v. In all instances, the disclosure must be presented before the consumer incurs any financial obligation, in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication with the consumer.
- e. “Effective Date” means the date on which the Consent Order is issued.
  - f. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his/her delegate.
  - g. “Person” means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.
  - h. “Reverse Mortgage Credit Product” or “reverse mortgage” means a type of home loan offered or extended to homeowners 62 years or older that allows the homeowner to borrow money against the value of his or her home. This definition includes Home Equity Conversion Mortgages (HECM) and HECMs for Purchase.
  - i. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section IV of this Consent Order.

- j. “Relevant Time Period” includes the period from January 1, 2012 to the Effective Date.
- k. “Respondent” means Reverse Mortgage Solutions, Inc. (RMS) and any of its divisions, trade names or “doing business as” entities, including but not limited to Security 1 Lending (S1L), and its successors and assigns.
- l. “Service provider” means any person that provides a material service to Respondent in connection with the subject matter of this Consent Order.

#### **IV** **Bureau Findings and Conclusions**

The Bureau finds the following:

- 4. Respondent is a Federal Housing Administration (“FHA”)-approved reverse mortgage lender licensed in 48 states and headquartered in Texas. Respondent also maintains corporate offices in California and North Carolina.
- 5. Respondent is an offeror and provider of “mortgage credit product[s]” as defined by the MAP Rule. 12 C.F.R. § 1014.2.
- 6. Respondent is a “person” under the MAP Rule, 12 C.F.R. § 1014.2, because it is a corporation.
- 7. Respondent is a “covered person” under the CFPA because it is a corporation that engages in offering and providing residential mortgage loans, which are “consumer financial products or services” under the CFPA. 12 U.S.C. §§ 5481(5), (6), (15)(A)(i), (19).
- 8. Respondent was founded in 2007 and specializes in the origination and servicing of reverse mortgage credit products.

9. During the Relevant Time Period, Respondent created and disseminated advertisements designed to generate sales or interest in reverse mortgage credit products.
10. During the Relevant Time Period, Respondent actively marketed reverse mortgage credit products through various media, including television, radio, print, direct mail, and the Internet.
11. During the Relevant Time Period, Respondent disseminated advertisements under the names RMS and S1L.
12. The advertisements are commercial communications about mortgage credit products as those terms are defined by the MAP Rule, 12 C.F.R. § 1014.2, and relate to the offering of a consumer financial product or service as defined by the CFPA, 12 U.S.C. §§ 5481(5), (15)(A)(i).

### **Findings and Conclusions about Misrepresentations Concerning Payments**

13. During the Relevant Time Period, Respondent disseminated advertisements which contained statements expressly stating or implying that consumers with reverse mortgages would not be responsible for payments during the course of the loan. These statements appeared across many forms of media, including print ads and the Internet, and were also included in scripts used in calls to consumers.
14. For example, an RMS call script that was used from 2012 until at least August 2015, contained the statement:

“[t]he best thing is, you never have to make a payment for as long as you live in your home . . . I can show you how to use a government-insured program that allows you to save money, get cash, and live payment-free as long as you live in your home.”

15. Similarly, an RMS print advertisement promoted that “no repayment is required until the home is no longer the principal residence.”
16. In addition, the S1L website advertised reverse mortgages as a way “to eliminate monthly payments permanently” and as “a risk-free way of being able to access home equity without creating monthly payments and without requiring money to be paid back during a person’s lifetime. Instead of making payments the cash flow is reversed and the senior receives payments from the bank.”
17. Regulation N prohibits any person from making “any material misrepresentations, expressly or by implication, in any commercial communication, regarding any term of any mortgage credit product, including . . . misrepresentations about . . . [t]he terms, amounts, payments, or other requirements relating to taxes or insurance associated with the mortgage credit product . . . [and t]he existence, number, amount, or timing of any minimum or required payments, including but not limited to misrepresentations about any payments or that no payments are required in a reverse mortgage or other mortgage credit product.” 12 C.F.R. §§ 1014.3(e) & (k).
18. Section 1036(a)(1)(B) of the CFPA prohibits unfair, deceptive, or abusive acts or practices. 12 U.S.C. § 5536(a)(1)(B).
19. As described in Paragraphs 13-16, Respondent made material misrepresentations in commercial communications to consumers, directly or indirectly, expressly or by implication, regarding the existence, number, amount, or timing of payments for a reverse mortgage credit product or the requirements related to taxes or insurance by misrepresenting that there are “no payments” or “no monthly payments” with a reverse mortgage.

20. Respondent's advertisements either (i) did not include any disclosure concerning the ongoing financial obligations of consumers with reverse mortgages, including paying property taxes, homeowner's insurance, and for property maintenance associated with the reverse mortgage credit product; or (ii) included inadequate disclosures in fine print or not directly linked to the misrepresentation concerning payments.
21. In truth and in fact, consumers with reverse mortgages must continue to make payments concerning the home, such as payments for property taxes, insurance, and home maintenance, in order to retain it.
22. Therefore, Respondent has violated 12 C.F.R. § 1014.3(e) and 12 C.F.R. § 1014.3(k) and Respondent's representations are false and misleading, and constitute deceptive acts or practices in violation of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

**Findings and Conclusions about Misrepresentations Concerning Risk of Losing Home and the Right to Remain in the Home**

23. During the Relevant Time Period, Respondent disseminated advertisements stating that consumers with reverse mortgages cannot lose their homes and have the right to stay in their homes for the remainder of their life.
24. These statements generally included the following assertions: a consumer with a reverse mortgage will "always retain ownership"; can "remain in your home as long as you wish"; or "can't be forced to leave."
25. For example, the S1L website included the statement that "[y]our home will always remain your home. You may leave it to whomever you wish."

26. Similarly, an RMS brochure included the statement “you retain title to your home and can’t be forced to leave.” This same brochure reinforces the misleading impression by including a testimonial that states, “even if my mother exhausts all the money, she still can stay in her home for as long as she needs to.”
27. Regulation N prohibits any person from making “any material misrepresentations, expressly or by implication, in any commercial communication, regarding any term of any mortgage credit product, including . . . misrepresentations about . . . [t]he potential for default under the mortgage credit product, including but not limited to misrepresentations concerning the circumstances under which the consumer could default for nonpayment of taxes, insurance, or maintenance, or for failure to meet other obligations; . . . [and t]he right of the consumer to reside in the dwelling that is the subject of the mortgage credit product, or the duration of such right, including but not limited to misrepresentations concerning how long or under what conditions a consumer with a reverse mortgage can stay in the dwelling.” 12 C.F.R. §§ 1014.3(l) & (p).
28. As described in Paragraphs 23-26, Respondent made material misrepresentations in commercial communications to consumers, directly or indirectly, expressly or by implication, regarding the potential for default under a reverse mortgage credit product and consumers’ right to remain in a property by misrepresenting that a consumer with a reverse mortgage cannot lose his home and has the right to stay in the home for the remainder of his life.
29. In truth and in fact, a consumer with a reverse mortgage can default and lose the home if he fails to comply with the loan terms, which include, among other terms,

paying property taxes, homeowner's insurance, and for property maintenance.

The right to remain in the home is contingent on complying with the loan terms.

30. Therefore, Respondent has violated 12 C.F.R. § 1014.3(l) and 12 C.F.R. § 1014.3(p) and Respondent's representations are false and misleading, and constitute deceptive acts or practices in violation of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

**Findings and Conclusions about Misrepresentations Concerning Debt Elimination**

31. During the Relevant Time Period, Respondent disseminated advertisements that promoted reverse mortgages as a way to eliminate debt.
32. In a direct mail campaign targeting tens of thousands of consumers whose forward mortgages were being serviced by Respondent's affiliate Green Tree Servicing, Respondent advertised that reverse mortgages could "eliminate debt."
33. Regulation N prohibits misrepresentations about "[t]he effectiveness of the mortgage credit product in helping the consumer resolve difficulties in paying debts, including but not limited to misrepresentations that any mortgage credit product can reduce, eliminate, or restructure debt or result in a waiver or forgiveness, in whole or in part, of the consumer's existing obligation with any person." 12 C.F.R. § 1014.3(m).
34. As described in Paragraphs 31-32, Respondent made material misrepresentations in commercial communications to consumers, directly or indirectly, expressly or by implication, that a reverse mortgage eliminates all of a consumer's debt.

35. In truth and in fact, a reverse mortgage does not eliminate all of a consumer's debt; a reverse mortgage is a debt and, as a result, cannot be used to eliminate all of a consumer's debt.
36. Therefore, Respondent has violated 12 C.F.R. § 1014.3(m) and Respondent's representations are false and misleading, and constitute deceptive acts or practices in violation of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

**Findings and Conclusions about Misrepresentations Concerning Heirs' Ability to Inherit the Home**

37. During the Relevant Time Period, Respondents advertisements stated that heirs of consumers with reverse mortgages would inherit the home. These statements implied that heirs would get to keep the mortgaged property after the consumer's death.
38. One of the reasons consumers state that they are reluctant to obtain a reverse mortgage is that they want to leave their home to their children as an inheritance.
39. Regulation N prohibits any person from making "any material misrepresentations, expressly or by implication, in any commercial communication, regarding any term of any mortgage credit product." 12 C.F.R. § 1014.3.
40. As described in Paragraph 37, Respondent made material misrepresentations in commercial communications to consumers, directly or indirectly, expressly or by implication, regarding the terms of a reverse mortgage by misrepresenting that heirs will get to keep the home after the death of a consumer with a reverse mortgage.

41. In truth and in fact, heirs frequently are not able to keep the home after the death of a consumer with a reverse mortgage. Heirs are only able to retain ownership of the home after the consumer's death if they either repay the reverse mortgage or pay ninety-five percent of the assessed value of the home.
42. Therefore, Respondent has violated 12 C.F.R. § 1014.3 and Respondent's representations are false and misleading, and constitute deceptive acts or practices in violation of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

**Findings and Conclusions about Misrepresentations Concerning Artificial Time Limits**

43. During the Relevant Time Period, Respondent developed and utilized customer service call scripts that inaccurately depicted consumers' ability to obtain reverse mortgages as time limited.
44. For example, one call script required call representatives to state that Respondent "cannot keep this opportunity open forever. There must be a time limit because I have hundreds of families looking for cash to help provide for their needs."
45. Another call script instructed call representatives to state that if the consumer did not call back by close of business, Respondent would "turn your file down and you will miss-out on a tremendous money-saving opportunity."
46. Regulation N prohibits any person from making "any material misrepresentations, expressly or by implication, in any commercial communication, regarding any term of any mortgage credit product." 12 C.F.R. § 1014.3.
47. As described in Paragraphs 43-45, Respondent made material misrepresentations in commercial communications to consumers, directly or indirectly, expressly or

by implication, regarding the terms of a reverse mortgage by misrepresenting that the consumer's ability to obtain a reverse mortgage was time limited.

48. In truth and in fact, there is no relevant time limit on a consumer's ability to obtain a reverse mortgage.
49. Therefore, Respondent has violated 12 C.F.R. § 1014.3 and Respondent's representations are false and misleading, and constitute deceptive acts or practices in violation of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

**ORDER**

**V**

**Conduct Provisions**

**IT IS ORDERED**, under sections 1053 and 1055 of the CFPA, that:

50. Respondent and its officers, agents, servants, employees, and attorneys, who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate sections 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531 and 5536, or Regulation N, 12 C.F.R. Part 1014, as follows and must take the following affirmative actions:
  - a. Respondent, and its officers, agents, servants, employees, and attorneys, who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or performance of any consumer financial product or service, may not misrepresent, or assist others in misrepresenting, expressly or impliedly:
    - i. That there are no payments or no monthly payments with a reverse mortgage;
    - ii. That a consumer with a reverse mortgage cannot lose his home;

- iii. That a consumer with a reverse mortgage has the right to stay in the home for the remainder of his life;
  - iv. That a homeowner has no ongoing financial obligations after obtaining a reverse mortgage;
  - v. That property taxes or insurance payments are not required with a reverse mortgage;
  - vi. That a reverse mortgage eliminates all of a consumer's debt;
  - vii. That the heirs of a consumer with a reverse mortgage will inherit the mortgaged property upon the consumer's death;
  - viii. That there are time or volume restrictions on the availability of reverse mortgages for eligible consumers;
  - ix. That there are no risks associated with a reverse mortgage; or
  - x. Any other fact material to consumers concerning any consumer financial product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.
- b. In any advertisement in which Respondent represents, directly or indirectly, expressly or impliedly, that consumers with reverse mortgages can stay in the home or that consumers with reverse mortgages do not have monthly mortgage payments, Respondent must also clearly and prominently disclose that consumers with reverse mortgages must pay property taxes, homeowner's insurance, and costs associated with home maintenance.
- c. In any advertisement in which Respondent represents, directly or indirectly, expressly or impliedly, that consumers with reverse mortgages can stay in the home, Respondent must also clearly and prominently disclose that the right to remain in the home is contingent on complying with reverse mortgage loan terms or that it is possible to lose the home after obtaining a reverse mortgage.

- d. In any advertisement in which Respondent represents, directly or indirectly, expressly or impliedly, that the heirs of consumers with reverse mortgages can inherit the home, Respondent must also clearly and prominently disclose that the heirs will not inherit the home free and clear of any liens, and will only be able to retain ownership of the home after the consumer's death if they either repay the reverse mortgage or pay ninety-five percent of the assessed value of the home.

**VI**  
**Compliance Plan**

**IT IS FURTHER ORDERED** that:

51. Within 60 days of the Effective Date, Respondent must submit to the Enforcement Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondent's advertising of reverse mortgage credit products complies with all applicable Federal consumer financial laws and the terms of this Consent Order (Compliance Plan).

The Compliance Plan must include, at a minimum:

- a. Detailed steps for addressing each action required by this Consent Order;
- b. A comprehensive advertising compliance policy and procedure for evaluating all advertisements for compliance with the MAP Rule and the CFPA before publication. The policy must at minimum include:
  - i. A process for reviewing each advertisement for compliance with the MAP Rule and the CFPA before publication;
  - ii. A requirement that each review is documented, including when the review occurred and who conducted the review; and

- iii. A requirement that the Respondent create and review scripts for all telemarketing calls conducted by the Respondent and its officers, agents, servants, employees, and all other persons in active concert or participation with them;
- c. A process for reviewing all existing advertisements currently in circulation for compliance with the MAP Rule and the CFPRA;
- d. An explanation of Respondent's consumer compliance organizational and reporting structure;
- e. Written descriptions of the job duties of all employees with duties under the advertising compliance policy. The written description shall include over whom each employee has authority and to whom each employee reports;
- f. A requirement that the Respondent provides mandatory ongoing education and training in Federal consumer financial laws and the prohibitions and requirements of this Consent Order for all affected officers, agents, servants, employees, and attorneys; the training must be appropriate for each individual's responsibilities and duties; training activities must be documented and the training programs reviewed and updated at least annually to ensure that appropriate personnel are provided with the most relevant and pertinent information; all new employees of the Respondent or the Respondent's agent must complete this training before communicating with any consumer about a reverse mortgage credit product;
- g. A requirement that the Compliance Plan be updated at least every two years, or as required by changes in laws or regulations, so that the Compliance Plan remains current and effective;

- h. A plan requiring timely and appropriate corrective action to remedy any material non-compliance with the Compliance Plan; and
  - i. Specific timeframes and deadlines for implementation of the steps described above, as well as a recitation of the resources and staffing Respondent will allocate to execution of the terms of the Compliance Plan.
52. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct the Respondent to revise it. If the Enforcement Director directs the Respondent to revise the Compliance Plan, the Respondent must make the revisions and resubmit the Compliance Plan to the Enforcement Director within 30 days.
53. After receiving notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, the Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

## **VII**

### **Role of the Board**

**IT IS FURTHER ORDERED** that:

54. The Board must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order prior to submission to the Bureau.
55. Although this Consent Order requires the Respondent to submit certain documents for the review or non-objection by the Enforcement Director, the Board will have the ultimate responsibility for proper and sound management of

Respondent and for ensuring that Respondent complies with Federal consumer financial law and this Consent Order.

56. In each instance that this Consent Order requires the Board to ensure adherence to, or perform certain obligations of Respondent, the Board must:
  - a. Authorize whatever actions are necessary for Respondent to fully comply with the Consent Order;
  - b. Require timely reporting by management to the Board on the status of compliance obligations; and
  - c. Require timely and appropriate corrective action to remedy any material non-compliance with any failures to comply with Board directives related to this Section.

## **VIII** **Order to Pay Civil Money Penalties**

**IT IS FURTHER ORDERED** that:

57. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Respondent must pay a civil money penalty of \$325,000 to the Bureau.
58. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
59. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

60. Respondent must treat the civil money penalty paid under this Consent Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Respondent may not:
  - a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
  - b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Consent Order.
61. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action (Penalty Offset). If the court in any Related Consumer Action grants such a Penalty Offset, Respondent must, within 30 days after entry of a final order granting the Penalty Offset, notify the Bureau, and pay the amount of the Penalty Offset to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.
62. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.

63. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondent.
64. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer identifying number(s), which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
65. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

## **IX** **Reporting Requirements**

**IT IS FURTHER ORDERED** that:

66. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondent; or a change in Respondent's name or address. Respondent

must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.

67. Within 7 days of the Effective Date, Respondent must:

- a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the Bureau may use to communicate with Respondent;
- b. Identify all businesses for which Respondent is the majority owner, or that Respondent directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
- c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.

68. Within 90 days of the Effective Date, and again one year after the Effective Date, Respondent must submit to the Enforcement Director an accurate written compliance progress report (Compliance Report), which, at a minimum:

- a. Describes in detail the manner and form in which Respondent has complied with this Consent Order; and
- b. Attaches a copy of each Order Acknowledgment obtained under Section X, unless previously submitted to the Bureau.

**X**

**Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that,

69. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its board members, executive officers, as well as to any managers, employees, servants, agents, Service Providers, or other

representatives who have responsibilities related to the subject matter of the Consent Order.

70. For 5 years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section IX, any future board members and executive officers, as well as to any managers, employees, servants, agents, Service Providers, or other representatives who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.
71. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.

## **XI** **Recordkeeping**

### **IT IS FURTHER ORDERED** that

72. Respondent must create, or if already created, must retain for at least 5 years from the Effective Date, the following business records:
  - a. All documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau.
  - b. Copies of all sales scripts; training materials; advertisements; websites; and other marketing materials; and including any such materials used by a third party on behalf of Respondent.
73. Respondent must retain the documents identified in Paragraph 72 for the

duration of the Consent Order.

74. Respondent must make the documents identified in Paragraph 72 available to the Bureau upon the Bureau's request.

## **XII**

### **Notices**

**IT IS FURTHER ORDERED** that:

75. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re Reverse Mortgage Solutions, Inc.*, File No. 2016-CFPB-0027," and send them either:
  - a. By overnight courier (not the U.S. Postal Service), as follows:

Assistant Director for Enforcement  
Consumer Financial Protection Bureau  
ATTENTION: Office of Enforcement  
1625 Eye Street, N.W.  
Washington D.C. 20006; or

- b. By first-class mail to the below address and contemporaneously by email to [Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov):

Assistant Director for Enforcement  
Consumer Financial Protection Bureau  
ATTENTION: Office of Enforcement  
1700 G Street, N.W.  
Washington D.C. 20552

**XIII**  
**Cooperation with the Bureau**

**IT IS FURTHER ORDERED** that:

76. Respondent must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in Section IV. Respondent must provide truthful and complete information, evidence, and testimony. Respondent must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

**XIV**  
**Compliance Monitoring**

**IT IS FURTHER ORDERED** that, to monitor Respondent's compliance with this Consent Order:

77. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
78. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview. The person interviewed may have counsel present.

79. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

## XV

### **Modifications to Non-Material Requirements**

**IT IS FURTHER ORDERED** that:

80. Respondent may seek a modification to non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Enforcement Director.
81. The Enforcement Director may, in his/her discretion, modify any non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) if he/she determines good cause justifies the modification. Any such modification by the Enforcement Director must be in writing.

## XVI

### **Administrative Provisions**

82. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau, or any other governmental agency, from taking any other action against Respondent, except as described in Paragraph 83.
83. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order

in future enforcement actions against Respondent and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.

84. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under section 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
85. This Consent Order will terminate 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.
86. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
87. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the

written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.

88. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.
89. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.
90. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing the Respondent, its Board, officers, or employees to violate any law, rule, or regulation.

**IT IS SO ORDERED**, this [5]th day of December, 2016.

  
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Richard Cordray  
Director  
Consumer Financial Protection Bureau