STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

NOTICE OF VIOLATION AND OFFER OF SETTLEMENT
DEBT ADJUSTERS

November 24, 2009

VIA REGULAR AND CERTIFIED MAIL

In the Matter of:

HOME RESCUE TODAY.COM, L. L. C.
d/b/a **FINANCIAL SOLUTIONS TODAY**
c/o **HOWARD WASSERMAN**, Esq., Registered Agent

The Office of Consumer Protection of the New Jersey Division of Consumer Affairs (the "Division") is charged with enforcement of the Consumer Fraud Act, **N.J.S.A. 56:8-1** et seq. (the "CFA"). The Division has reviewed information concerning commercial practices conducted by Home Rescue Today.com, L. L. C. d/b/a Financial Solutions Today ("Respondent" or "You") which maintains an office located at 1031 Highway 22, 3rd floor in Bridgewater, NJ 08807 with a branch office at 303 West Main Street, 3rd floor in Freehold, NJ 07728. Specifically, the information reviewed included a contract ("Contract") and correspondence, concerning a service in which you act as an intermediary between a debtor and creditors to renegotiate or modify loan terms. The information reviewed also included proof of payment ("Proof of Payment") for your services in the amount of $2,495.00. An Investigator's Certification establishing these facts is attached hereto. See Certification of Jared O'Cone ("O'Cone Cert.").

N.J.S.A. 56:8-2 prohibits the act, use or employment by any person of any unconscionable commercial practice in connection with the sale or advertisement of merchandise, which includes the advertisement, offering and sale of debt adjustment services. The advertisement and sale of services by a person without being licensed to conduct such services constitutes an unconscionable commercial practice in violation of the CFA.

Pursuant to **N.J.S.A. 17:16G-2a**, no person other than a nonprofit social service agency or nonprofit consumer credit counseling agency shall act as a debt adjuster. Moreover, pursuant to **N.J.S.A. 17:16G-2b**, it is unlawful for any nonprofit social service agency or non profit consumer credit counseling agency to act as a debt adjuster without first obtaining a license from the Commissioner of the New Jersey Department of Banking and Insurance ("DOBI"). This statute defines debt adjuster to be a person who either (a) acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor. See **N.J.S.A. 17:16G-1.c.** A diligent search has revealed that Respondent is not licensed as a debt adjuster. See ("O'Cone Cert.").

A review of the Contract, correspondence and Proof of Payment demonstrates that Respondent had engaged in an unconscionable commercial practice and violated the CFA by selling debt adjustment services without being licensed as a debt adjuster. These CFA violations provide the basis for the Director of the Division to assess penalties, pursuant to **N.J.S.A. 56:8-13**, order payment of investigative costs and attorneys fees and costs of suit, pursuant to **N.J.S.A. 56:8-11 & 19**, order restoration of fees unlawfully acquired, **N.J.S.A. 56:8-15**, and order you to cease and desist from engaging in this unlawful activity, **N.J.S.A. 56:8-18**.

While the Division has preliminarily concluded that there is sufficient basis to initiate an enforcement action against you, it has determined that it will first offer you an opportunity to settle this matter and thereby avoid the initiation of disciplinary proceedings.

IF YOU DO NOT CONTEST THE CHARGES and wish to avail yourself of this settlement opportunity, within fifteen (15) days from the date of this Notice you should sign and return the enclosed Certification and agree to the following:

1. Cease and desist from advertising, offering and selling debt adjustment services;

2. Pay a penalty in the amount of $5,000.00, pursuant to **N.J.S.A. 56:8-13**; and

3. Pay restitution in the amount of $2,495.00, pursuant to **N.J.S.A. 56:8-15**.

If these sums totaling **$7,495.00** are remitted along with your signed Certification, you need not do anything further.

IF YOU DO NOT CONTEST THE CHARGES but want to present information to Division representatives about the mitigating circumstances in your case that you believe may persuade the Division to reduce the civil penalty in this matter, you may request an informal **Mitigation Conference**. If you request a mitigation conference, the conference date is January 5, 2010 at 11:30 a.m. Alternatively, you may send written documentation to the Division concerning any mitigating circumstances which may persuade the Division to reduce the penalty. In order to elect either of these options, you must return the enclosed Certification within fifteen (15) days from the date of this Notice. The Division will then review this material and respond to you.

IF YOU CONTEST THE CHARGES, and do not wish to settle the matter consistent with the terms set forth above, you may request a formal **Administrative Hearing** by returning the enclosed Certification within fifteen (15) days from the date of this Notice. In that event, this Notice will serve as notice of the charges against you. You should be aware that in making its final decision, the Division may, if unlawful activity has been proven, order penalties and remedies other than those offered in this letter. Specifically, you may be ordered to: pay civil penalties in an amount not more than $10,000.00 for the first violation and not more than $20,000.00 for a second or subsequent violation, pursuant to **N.J.S.A. 56:8-13**; pay costs to the State, restore to any person aggrieved by the unlawful act or practice any money or property, real or personal, acquired by means of the unlawful act or practice, and/or cease and desist from violating the CFA pursuant to **N.J.S.A. 56:8-11, 15, 18 & 19.**

Before a determination is made with regard to whether a hearing will be conducted and whether the matter will be heard before the Director of the Division of Consumer Affairs or referred to the Office of Administrative Law, a **pre-hearing conference** will be held. If you request a hearing, your pre-hearing conference has been scheduled on January 5, 2010 at 11:30 a.m. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or to seek an adjournment of this date, please contact Investigator Louise Garrity who may be reached at (973) 273-8049.

Your attendance at this pre-hearing conference is **mandatory** and you must show evidence of the legal and factual basis on which you contest the charges. Any failure to appear, without a satisfactory explanation, may result in an order barring you from raising certain defenses at the hearing (**N.J.A.C. 1:1-14**). The purpose of this pre-hearing conference is to discuss the issues in the matter and the defenses which you may wish to raise. You should be prepared to discuss the evidence you would propose to offer at a hearing. It may be helpful if you bring with you to the pre-hearing conference a copy of any documentation that supports your position. If the Division determines that there are no material facts in dispute, you will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of the case, if the charges are sustained. If there are material facts in dispute, an evidentiary hearing will be scheduled. In these proceedings, you, either personally or with the assistance of an attorney, will have an opportunity to respond to the charges and submit evidence and present testimony as may be necessary in order for the Division to make a final determination concerning the charges of unlawful activity.

IF YOU FAIL TO RESPOND to this Notice within fifteen (15) from the date of its issuance, the settlement offer will be withdrawn, and you will be deemed in default. The allegations against you will be deemed uncontested. Thereafter this Notice and the underlying proofs may be reviewed by the Director of the Division and a **Final Order on Default** ("Order") may be issued. Once the Order has been entered, your failure to pay any penalties within the time allowed will result in the filing of a **Certificate of Debt**. Any subsequent violation of the Order with a cease and desist provision is punishable by a $25,000.00 penalty, pursuant to **N.J.S.A. 56:8-18**. Service of the Order will be deemed effective if sent by certified mail to your last known mailing address.

Office of Consumer Protection

By: Laurie Goodman

Laurie Goodman
Acting Executive Director
Office of Consumer Protection

ANSWERING CERTIFICATION

I, _____, hereby acknowledge that I have read and reviewed the Division's Notice dated November 24, 2009 regarding allegations of violations of the Consumer Fraud Act ("CFA"), **N.J.S.A. 56:8-1 et seq.**

PLEASE CHECK ONE:

_____ **I DO NOT CONTEST THE CHARGES** and acknowledge the conduct which has been charged and **agree** to:

1. Cease and desist from advertising, offering and selling debt adjustment services;
2. Pay a penalty in the amount of $5,000.00, pursuant to **N.J.S.A. 56:8-13**; and
3. Pay restitution in the amount of $2,495.00, pursuant to **N.J.S.A. 56:8-15**.

If the payment of **$7,495.00** is remitted along with your signed Certification, you need not do anything further.

I understand and acknowledge that I am ordered to cease and desist from acting as a Debt Adjuster unless and until I am licensed with the DOBI. I am also aware that the action taken against me by the Division is a matter of public record, and that the Division's Notice and this Certification are public documents. I am enclosing a bank check or money order in the sum of **$7,495.00** made payable to the "New Jersey Division of Consumer Affairs" and mailing or delivering it to:

New Jersey Department of Law and Public Safety
Division of Consumer Affairs
Case Management Tracking Unit
124 Halsey Street
P.O. Box 45025
Newark, New Jersey 07101
ATTN: Van Mallet

Dated: _____ By: _____
Signature

OR

_____ **I DO NOT CONTEST THE CHARGES** and hereby waive any rights I may have to a hearing in this matter in order to defend myself against any charges, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

____ I request a **mitigation conference** to present information to Division representatives. I understand that the conference is scheduled for January 5, 2010 at 11:30 a.m.

____ I am submitting **written documentation concerning mitigation circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the notice is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from advertising, offering and selling debt adjustment services;

2. Pay a penalty in the amount of $5,000.00, pursuant to **N.J.S.A. 56:8-13**; and

3. Pay restitution in the amount of $2,495.00, pursuant to **N.J.S.A. 56:8-15**.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division is a matter of public record, and that the Division's Notice and this Certification are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a Certificate of Debt.

Dated: _____ By: _____

Signature

OR

_____ **I CONTEST THE CHARGES** and request a formal **Administrative Hearing**. I am submitting documents and additional evidence supporting my request for this hearing. I understand that I am required to attend a pre-hearing conference at which the issues in this matter will be discussed. I will, thereafter, be advised of the time, date and place for the formal hearing if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney and that at the time of the hearing I may offer testimony, documentation and legal argument relevant to the charges. I understand that in making the final decision, the Director may, if unlawful activity has been proven, assess civil penalties in an amount greater than that herein offered in the Division's Notice and may order such other remedies as may be deemed appropriate. I am also aware that this proceeding is a matter of public record and that the Division's Notice and this Certification are public documents.

Dated: _____ By: _____

Signature

CERTIFICATION

Home Rescue Today.com, L. L. C.
d/b/a Financial Solutions Today
1031 Highway 22, 3rd floor
Bridgewater, NJ 08807

I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, Newark, NJ 07101;

2. I have made a diligent inquiry with the New Jersey Department of Banking and Insurance. This review has indicated that Home Rescue Today.com, L. L. C. d/b/a Financial Solutions Today is not registered with the Department as a Debt Adjuster;

3. Attached as "**Exhibit A**" is a true copy of a contract provided to the Division of Consumer Affairs concerning Respondent's debt adjustment services;

4. Attached as "**Exhibit B**" is a true copy of Respondent's correspondence evincing its work as a Debt Adjuster;

5. Attached as "**Exhibit C**" is a true copy of Proof of Payment for Respondent's services.

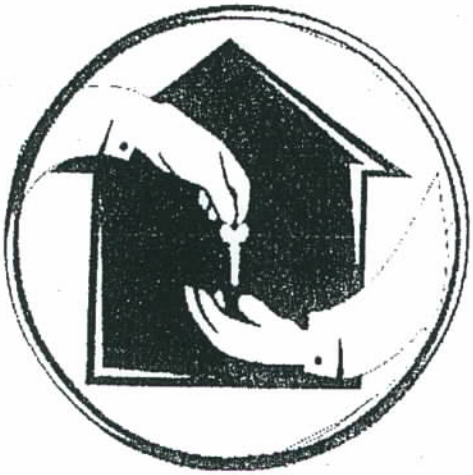
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 24, 2009

(Signature of Investigator)

EXHIBIT A

(Contract)



FINANCIAL SOLUTIONS TODAY

CLIENT AGREEMENT

LOAN AND FORECLOSURE CONSULTANT AGREEMENT

This Agreement is made and entered into May 11, 2009 by and between FINANCIAL SOLUTIONS TODAY, LLC ("Financial Consultant"), and MAMIE BOSTIC & JOSEPH BOSTIC ("Homeowner") subject to and conditioned upon the following:

RECITALS:

WHEREAS Financial Consultant is in the business of providing an analysis of real estate-secured and other debt, income and the examining the potential for restructuring, modifying and potentially lowering Homeowner's general debt and real property-secured debt.

WHEREAS Homeowner wishes to employ Financial Consultant to perform the following services, ("the Services"): (a) analyze Homeowner's debt situation, (b) research potential debt restructuring options that are or may be available to Homeowner, (c) present Homeowner with the results of such research.

NOW THEREFORE in consideration of the foregoing and every term, covenant and condition hereafter set forth, Financial Consultant and Homeowner do hereby understand, covenant and agree as follows:

Provide Complete, Accurate and Truthful Information

Homeowner shall provide Financial Consultant, in a timely fashion, all information requested by Financial Consultant reasonably necessary for Financial Consultant to perform the Services. Failure by Homeowner to provide Financial Consultant all information so requested within 5 day's of any such request shall constitute a waiver by Homeowner of any obligation for continued performance hereunder by Financial Consultant. Homeowner expressly represents and warrants to Financial Consultant that he/she/they will at all material times, provide Financial Consultant with information that is complete and accurate and true to the best of their knowledge and belief. Homeowner hereby agrees to defend and hold harmless Financial Consultant from and against any liability of any nature whatsoever arising out of or in connection with Homeowner's breach, in whole or in part, of the representations and warranties herein contained. In furtherance of the above, the Homeowner shall:

(a) Provide Financial Consultant with timely (within 5 days of request), complete, accurate and truthful information and documentation reasonably requested by Financial Consultant in order for Financial Consultant to perform its services;

(b) Direct lender and its representatives to forward all correspondence and notices to Financial Consultant;

(c) Reasonably approve and follow Financial Consultant's recommendations regarding strategies to avoid or resolve a foreclosure;

(d) Immediately notify Financial Consultant and provide copies of any correspondence, notices or other communications with or from Homeowner's lender;

(e) Fully cooperate with Financial Consultant in performance of Financial Consultant's services;

(f) Timely execute all documents to complete a workout of the foreclosure;

(g) During the term of this Agreement, not contract with or seek assistance from any other foreclosure or Financial Consultant

Performance of Services

Upon receipt of all information from Homeowner and payment in advance for the Services as provided herein, Financial Consultant and Homeowner shall promptly analyze Homeowner's financial situation, and perform whatever research Financial Consultant determines in its' sole discretion is necessary, reasonable or advisable, in the carrying out of its duties owed Homeowner. Upon completion of Financial Consultation and Homeowner analysis and research efforts, Financial Consultant shall present to Homeowner the options that are available as a result of such research, indicated, including but not limited to practical ways to improve Homeowners present debt structure. Financial Consultant shall be available to consult with the Homeowner at reasonable times, concerning matters pertaining to the subject of this Agreement. If appropriate, Financial Consultant will refer Homeowner to an attorney for further representation.

Fees for Services

For and in consideration of the foregoing, Homeowner agrees to pay to Financial Consultant upon execution of this Agreement, the sum of $2,995, two thousand nine hundred ninety five as payment in advance for the Services. Client will be entitled to a refund of all monies paid to Financial Solutions Today, LLC in the event that the Client's mortgage company(s) refuses to modify the Client's existing loan in any way that would benefit the Client.

Liability

With regard to the services to be performed by the Financial Consultant pursuant to the terms of this agreement, the Financial Consultant shall not be liable to the Client, or to anyone who may claim any right due to any relationship with the Client, for any acts or omissions in the performance of services on the part of the Financial Consultant or on the part of the agents or employees of the Financial Consultant, except when said acts or omissions of the Financial Consultant are due to willful misconduct or gross negligence. The Client shall hold the Financial Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Client pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Financial Consultant and the Financial Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

Confidential Information

The Financial Consultant agrees that any information received by the Financial Consultant during any furtherance of the Financial Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Financial Consultant in full confidence and will not be revealed to any other persons, firms or organizations without the Clients written consent except that in furtherance of this Agreement the Financial Consultant may from time to time arrange for the services of others. .

Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of New Jersey.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. Financial Consultant and Homeowner make no warranty, express or implied, as to the fitness of any recommendation it may make to Homeowner arising out of this Agreement. Except for cause, Homeowner unconditionally waives any right of action against Financial Consultant and Homeowner, its officers, directors, employees, agents, brokers and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Homeowner may incur by reason of Homeowner following any recommendation of Financial Consultant and Homeowner or Homeowner's failure to follow any recommendation of Financial Consultant and Homeowner, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Homeowner.

Gender

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, company, corporation, or other legal domestic or foreign entity, all as the context and meaning of this Agreement may require.

Headings

The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

Cross-references

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

Time Essence

Time is of the essence of every provision of this Agreement that specifies a time for performance.

Facsimile Signatures

The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

Agreement Received

By virtue of their signatures below, Homeowner acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective the date first above written.

Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

FINANCIAL SOLUTIONS TODAY, LLC DOES NOT AND CANNOT GUARANTEE WHAT YOUR MODIFICATION TERMS WILL BE – ANY VERBAL RATE, TERM OR PRINCIPAL REDUCTION GUARANTEE CANNOT AND WILL NOT BE HONORED.

FINANCIAL SOLUTIONS TODAY, LLC

_____
By: Authorized Representative

Kenneth Douglas
Financial Consultant: KENNETH DOUGLAS

Sign Mamie L. Bostic Date 5/12/09
MAMIE BOSTIC

Sign Joseph Bostic Date 5/12/09
JOSEPH BOSTIC

AUTHORIZATION TO REPRESENT
1ST MORTGAGE

Lender: COUNTRYWIDE

Loan Number:

Lender Address:

Social Security #:

Subject Property:

Dear Sir or Madam;

I/We have authorized: Ira J. Metrick

To represent me/us in all matters regarding the above referenced loan(s).

Borrower(s) name(s) and address:

MAMIE BOSTIC
JOSEPH BOSTIC

Sign Mamie E Bostic Date 5/12/09
MAMIE BOSTIC

Sign Joseph Bostic Date 5/12/09
JOSEPH BOSTIC

AUTHORIZATION TO RELEASE INFORMATION

I/We hereby authorize Ira J. Metrick and any member or employee of the firm of Ira J. Metrick, its successors and/or assigns, to make whatever credit/payoff inquiries it deems necessary in connection with my/our credit application or in the course of review or collection of any credit extended in reliance on the application or in connection with any application for a loan modification or pre or post foreclosure short sale application. I/We authorize and instruct any person, lending institution or consumer-reporting agency to compile and furnish any information it may have or obtain in response to such credit inquiries. I/We authorize this document to be reproduced by a copy or facsimile machine in order to facilitate multiple credit and pay-off inquiries.

Sign Mamie G Bostic Date 5/12/09
MAMIE BOSTIC

SOCIAL SECURITY NO.:

Sign Joseph Bostic Date 5/12/09
JOSEPH BOSTIC

SOCIAL SECURITY NO.:

ACKNOWLEDGEMENT

The undersigned hereby understands that all income and expense amounts provided are historical. I/we understand that discretionary expenses such as food, telephone, cable television, spending money, etc may be changed from that which I/we originally presented to compute a new monthly budget to meet my/our monthly expenditures and to qualify for a loan modification and avoid foreclosure.

Sign Mamie J Bostic Date 5/12/09
MAMIE BOSTIC

Sign Joseph Bostic Date 5/12/09
JOSEPH BOSTIC

REFUND NOTICE

100% Money Back Guarantee

At Financial Solutions Today, Customer Service comes first! If we can't get the loan modification done, we'll refund your money . . . every penny.
(Please see details below.)

1. If Financial Solutions Today is unsuccessful in modifying your loan, your fees are 100% Refundable!

2. Fees are 100% Refundable prior to expiration of rescission period.

3. Once your rescission period has passed, all fees are non-refundable except in the instance of item 1 above..

4. If the mortgage holder refuses to work with us due to fraudulent information supplied by client, then all fees are retained and not refundable.

5. If the mortgage holder offers a loan modification, rate freeze, deed in lieu of foreclosure, or principal reduction and whether the client accepts, or chooses not to accept the offer, the full fee is retained. In addition, any modification offered by your lender subsequent to your right to rescind shall be deemed to have been initiated by Financial Solutions Today, LLC.

6. CLIENT MUST DISCLOSE IF THEY HAVE MITIGATED OR MODIFIED THEIR MORTGAGE WITHIN THE LAST 12 MONTHS OR POTENTIAL REFUND MAY BE VOID.

7. The undersigned agrees to cease all direct correspondence with their lender(s) after their rescission period has ended. Any and all correspondence shall be forwarded or directed to the attorney who is assigned to the client for further instruction by the assigned attorney. Failure to adhere to the above will void any potential refund by Financial Solutions Today, LLC.

FINANCIAL SOLUTIONS TODAY, LLC

Kenneth Doyle
By: Authorized Representative

Sign Mamie C. Bostic Date 5/12/09
MAMIE BOSTIC

Sign Joseph Bostic Date 5/12/09
JOSEPH BOSTIC

NOTICE OF RIGHT TO CANCEL

HOMEOWNER NAME: MAMIE BOSTIC & JOSEPH BOSTIC

PROPERTY ADDRESS:

YOUR RIGHT TO CANCEL:

You are entering into a transaction that may affect your mortgage, lien or other security interest on your home. You have a legal right to cancel this transaction, without cost, within three (3) business days from whichever of the following events occurs last:

(1) The date of the transaction, which is May 11, 2009; or

(2) The date you received this notice of your right to cancel.

If you cancel this transaction we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at: 1031 Highway 22, 3rd Floor, Bridgewater, NJ 08807. You may use any written statement that is signed and dated by you and states your intention to cancel or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send this notice no later than midnight of the third business day following the latest of the two events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Sign _____ Date _____ Sign _____ Date _____
MAMIE BOSTIC JOSEPH BOSTIC

THE UNDERSIGNED CONSUMER HEREBY ACKNOWLEDGES RECEIPT OF TWO COPIES OF THIS NOTICE.

Sign Mamie C. Bostic Date 5/12/09 Sign Joseph R. Bostic Date 5/12/09
MAMIE BOSTIC JOSEPH BOSTIC

PRIVACY NOTICE

We recognize the importance you place on your privacy and the confidentiality of your financial information. We think it important for you to be informed of the policies we have in place to safeguard your privacy:
We collect non-public personal information about you from the following sources:

- Information we receive from you on applications or other forms,
- Information about your transactions with us, our affiliates, or others, and
- Information we receive from a consumer-reporting agency.

We may disclose the following kinds of non-public personal information about you:

- Information we receive from you on applications or other forms such as your name, address, social security number, assets, and income.
- Information about your transactions with us, our affiliates, or others such as your account balance, payment history, parties to transactions and credit card usage, and
- Information we received from a consumer-reporting agency such as your credit worthiness and credit history.

We may disclose the following information about our customers and former customers to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements:

- Information we receive from you on applications or other such forms such as your name, address, social security number, assets, and income,
- Information about your transactions with us, our affiliates, or others such as your account balance, payment history, parties to transactions and credit card usage, and
- Information we received from a consumer reporting agency such as your credit worthiness and credit history.

We make disclosures to other nonaffiliated third parties as permitted by law.

☐ PRIVACY – YOUR CHOICE – OPT OUT DISCLOSURE

Maintaining your trust by treating your information confidentially is important to us. We respect your rights and expectations that personal non-public information will not be shared.

We do share customer information to unrelated third parties. We do share certain information within our "family", including our affiliated companies and certain other financial institutions with whom we have joint marketing agreements.

If you prefer that we do not disclose non-public personal information about you to our affiliates and unrelated third parties you may opt out of those disclosures. That is, you may direct us not to make those disclosures (other than disclosures permitted by law). If you wish to opt out of disclosures to affiliates and unrelated third parties, please check the above box.

If your loan is sold please contact the servicer of record at anytime to opt out of the disclosure. You will receive an annual notification of your right to opt out of disclosure.

Please exclude me

Name: _____

Address: _____

Phone #: _____

☒ PRIVACY NOTICE

We recognize the importance you place on your privacy and the confidentiality of your financial information. Therefore, we do not disclose and do not reserve the right to disclose non-public personal information about customers or former customers to affiliates or non-affiliated third parties except as permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your non-public personal information.

ACKNOWLEDGEMENT

Sign Mamie E Bostic Date 5/12/09 Sign Joseph Bostic Date 5/12/09

MAMIE BOSTIC JOSEPH BOSTIC

EXHIBIT B

(Correspondence)

FINANCIAL SOLUTIONS TODAY

FINANCIAL SOLUTIONS TODAY

May 13, 2009

Joseph and Mamie Bostic

Dear Joseph and Mamie,

Thank you for allowing Financial Solutions Today to help you during these trying times. Our mission is to save the homes of those people who have been victims of hardship during these tough economic conditions. In the process we will do everything possible to make your monthly payments much more affordable.

Enclosed you will find copies your client agreement and any original paperwork you have provided. Please understand that I attempt to collect all required paperwork at our meeting, however, lenders can and do change their requirements. If additional documentation is needed the attorneys office will contact you. Please respond to them as quickly as possible. The process generally takes about 60-90 days depending on your lender, but may take longer as more loans apply for modifications. Please be patient. Generally, no news is good news until an agreement has been reached with your lender. Please fax any correspondence you receive from your lender to the attorney. If you would like to get a status on your file you may contact the attorney's office directly, but please understand that it is unlikely that they will have any response from your lender in the first 30-45 days. If you have any additional questions, please feel free to call me at 877-204-7772.

ATTORNEY CONTACT INFORMATION

Ira J. Metrick

57 West Main Street

Freehold, NJ 07728

Telephone 732-863-1660 --- Fax 732-863-1949

Regards,

Kenneth Douglas, CPA
Financial Consultant

BBB

1031 US Highway 22
3rd Floor
Bridgewater, NJ 08807

877-700-3200
Fax: 908-393-7126
www.financialsolutionstoday.com

FINANCIAL SOLUTIONS TODAY

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BBB

www.financialsolutionstoday.com

Ken Douglas
Financial Consultant

303 West Main Street
3rd Floor
Freehold, NJ 07728
877-204-7772
Fax: 732-584-2457
www.financialsolutionstoday.com
kdouglas@financialsolutionstoday.com

FINANCIAL SOLUTIONS TODAY

May 14, 2009

Dear Mr. & Mrs. Bostic:

Thank you for allowing us to assist you during these very difficult times. The purpose of this letter is to introduce you to the legal team that will be representing you, the firm of **Ira J. Metrick, Attorney at Law**. Our goal is to provide you with the best possible representation to present the financial facts and your hardship to your current lender(s). While there is no guaranty what the ultimate outcome will be, the attorney will do his best to convince your lender to change the terms of your existing mortgage loan and to give you an affordable payment so that you will avoid losing your home to foreclosure.

You should note that the time frame to complete this process on your behalf is at least three (3) months. This is mainly due to the overwhelming applications for modifications the mortgage lenders are receiving.

You are welcome to contact the attorney's office at any time for a status update however you should note that calling too frequently will delay the process since their time spent speaking to you may be better spent processing your file.

Further, the law firm has not been engaged to represent your interest in any foreclosure court proceedings or collection actions. Their efforts on your behalf will not stop nor delay any collection calls or foreclosure proceedings. In the event your lender commenced any such proceeding and you believe you have a defense, we strongly recommend you file an appropriate answer with the court. Please be sure to include the correct amount of copies, forms and filing fee.

Finally, if you are able to make your monthly mortgage payments we strongly urge you to do so to avoid further damage to your credit and possibly avoid the commencement of a foreclosure action.

You may be contacted from time to time depending on your lenders requirements or requests. Always feel free to contact the law office for a status update or for an answer to any questions. They can be reached directly @ **732-863-1660**.

Very truly yours,

Frank Riccio

Frank Riccio
President