UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Washington, D.C.

In the Matter of:	:	
	:	
Fidelity National Financial, Inc.	:	**RESPA Case No.: R-09-3169**
	:	
Respondent	:	
	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is made and entered into between the United States Department of Housing and Urban Development (Department or HUD) and Fidelity National Financial, Inc. (FNF), collectively referred to as "the Parties."

WHEREAS, FNF is a company, that through its subsidiaries, provides title insurance and other real estate settlement services;

WHEREAS, HUD alleges that FNF failed to comply with the Real Estate Settlement Procedures Act (RESPA). Specifically, HUD alleges that FNF, through its subsidiaries, paid fees for the referral of settlement service business in violation of RESPA. Real estate brokerages entered into Application Service Provider Agreements which provided the real estate brokerages with access to TransactionPoint, a web-based platform that automates the real estate transaction from listing to closing, and allows the real estate brokers to select real estate settlement providers for a particular real estate transaction. The real estate brokerages, in turn, entered into Sub-License Agreements with subsidiaries of FNF to enable FNF's subsidiaries to be listed in TransactionPoint as a provider of settlement services. As part of the Sub-Licensee Agreement, HUD alleges that FNF's subsidiaries paid the real estate brokerages a fee for each referral of real estate settlement services.

WHEREAS, HUD has indicated its intent to issue a Notice of Administrative Action and pursue administrative sanctions under 2 C.F.R. Parts 180 and 2424 against FNF and its affiliates based on the aforementioned alleged violations of Section 8 of RESPA;

WHEREAS, FNF denies HUD's allegations and contends that its actions complied with RESPA. Specifically, FNF claims that before entering into said arrangements it obtained legal opinions from a law firm recognized for its expertise in RESPA matters informing FNF that these arrangements were lawful. Moreover, FNF insists that: (i) its payments were for use of the TransactionPoint platform, and not for the referral of settlement service orders, since it paid for use of the platform even when the transactions did not close; (ii) its payments for use of the TransactionPoint platform were for valuable goods and facilities actually furnished and services actually performed; and (iii) no charges to consumers for settlement services were affected.

WHEREAS, the Parties mutually desire to avoid further expense and administrative proceedings and to reach a satisfactory resolution of this matter; and

WHEREAS, this Agreement shall not constitute an admission of liability or fault on the part of the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. This Agreement shall become effective upon its execution by the Parties. The date upon which this Agreement becomes effective is referred to as the Effective Date throughout this Agreement.

2. FNF has voluntarily ceased paying real estate brokers that place orders with FNF for title insurance and other goods or services using TransactionPoint and agrees to terminate any arrangement involving the payment of fees to any real estate brokers for use of the TransactionPoint platform.

3. With respect to any future agreements that FNF may enter into or create with settlement service providers for payment of their services, FNF agrees to comply with RESPA requirements in structuring and operating these arrangements.

4. FNF agrees to make a payment to HUD in the amount of Four Million Five Hundred Thousand Dollars ($4,500,000.00). The payment must be made by certified or cashier's check made payable to the U.S. Department of Housing and Urban Development.

5. This payment must be sent to the attention of Dane M. Narode, Esq., HUD Office of General Counsel, at the following address:

If by Regular Mail	*If by Courier or Express Mail*
451 Seventh Street, SW	1250 Maryland Ave, SW
Room B-133 -Portals 200	Portals Building, Suite 200
Washington, DC 20410	Washington, DC 20024
	(202) 708-2350 (phone)

6. Upon faithful execution of this Agreement, HUD agrees to waive, release, remise, remit, compromise, and forever discharge any and all actual or potential administrative enforcement actions or remedies against FNF, its present or former predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, directors, employees and agents (collectively, "Claims") in connection with the payment of fees to use TransactionPoint through the Effective Date of this Agreement.

7. This Agreement does not waive any rights or responsibilities of HUD or any other Federal agency to investigate or initiate other actions pursuant to its lawful authority except as explicitly waived herein.

8. This Agreement may not be altered, amended, or modified, except by writing duly executed by authorized representatives of all Parties.

9. This Agreement constitutes the complete agreement between the Parties, and supersedes and replaces all prior negotiations and agreements, whether written or oral, regarding the resolution of this matter.

10. Each of the parties warrants that it has been represented by, and has sought and obtained the advice of, independent legal counsel with regard to the nature, purpose, and effect of the Agreement.

11. This Agreement is voluntary and entered into by FNF after due consideration of the terms contained herein.

12. FNF will not seek the termination or reconsideration of this Agreement, directly or indirectly, after the Effective Date identified in Paragraph 1, supra, except in the event of a change in applicable law.

13. Each signatory represents and warrants that he, she or it has the power, consent, and authorization to execute this Agreement.

14. FNF hereby agrees to waive, release, and remit any and all claims, directly or indirectly, against HUD or HUD employees with respect to the negotiation of this Agreement.

15. Each side shall bear its own costs and legal fees.

16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

WHEREFORE, the Parties hereto have duly executed this Agreement.

FIDELITY NATIONAL FINANCIAL, INC.

Date: July 5, 2011

By: _____
(Signature)

Name: PAUL I. PEREZ
(Print or Type Name)

Title: CHIEF COMPLIANCE OFFICER
(Print or Type Title)

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

Date: 7/8/2011

By: _____
(Signature)

Name: Robert Ryan
(Print or Type Name)

Title: Acting FHA Commissioner
(Print or Type Title)