ENTERED
NOV 05 2026
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COMMISSIONERS OFFICE

COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF FINANCIAL INSTITUTIONS
ADMINISTRATIVE AGENCY CASE NO. 2025-DFI-0099

DEPARTMENT OF FINANCIAL INSTITUTIONS **COMPLAINANT**

v.

MARINER FINANCE, LLC **RESPONDENT**

AGREED ORDER

STATEMENT OF FACTS

1. The Department of Financial Institutions ("DFI") is responsible for regulating and licensing entities and certain individuals engaged in the business of making loans to consumers for personal, family, or household use in the amount of fifteen thousand dollars ($15,000) or less at an interest rate greater than usury in accordance with the provisions set forth in Kentucky Revised Statures (KRS) Chapter 286.4 ("The Act").

2. Mariner Finance, LLC ("Respondent") is authorized to do business in Kentucky as a consumer loan company, with a corporate address of 8211 Town Center Drive, Nottingham, Maryland 21236. Respondent has multiple Kentucky-licensed locations including License #CL700764 located at 2835 S Highway 27, Suite 186, Somerset, Kentucky 42501.

3. On October 2-4, 2023, DFI conducted an examination of Respondent's Somerset location. During this examination, it was found that Respondent had an account originated on August 1, 2023, for which documentation indicated that a borrower was charged an insurance premium for personal property insurance which was written for an amount greater than the value of the property.

4. A similar violation was discovered in a previous examination of Respondent conducted on July 29-30, 2021.

STATUTORY AUTHORITY

5. KRS 286.4-560 states, in part, "(1) A licensee may request a borrower to insure tangible personal property, except household goods, offered as security for a loan exceeding three hundred dollars ($300) under this subtitle against any substantial risk of loss, damage, or destruction for an amount not to exceed the actual value of such property..."

6. KRS 286.4-990 (1) states, in part, "(a) For any repetitive violation of this subtitle ...the commissioner may levy a civil penalty against any licensee," and "(b) The civil penalty shall not be less than two hundred fifty dollars ($250) or more than two thousand five hundred dollars ($2,500) per violation..."

VIOLATIONS

7. Respondent violated KRS 286.4-560 (1) by producing documentation that indicated that a borrower was charged an insurance premium for personal property insurance for an amount greater than the documented value of the personal property used as collateral on two loan accounts. These are repetitive violations, as a similar violation was found in a previous examination.

AGREEMENT AND ORDER

8. Respondent neither admits nor denies violating any provision of KRS 286.4 or any regulations promulgated thereunder.

9. To resolve this matter without litigation or other adversarial proceedings, DFI and Respondent agree to compromise and settle all claims arising from the above-referenced factual background in accordance with the terms set forth herein.

10. In the interest of economically and efficiently resolving the violations described herein, DFI and Respondent agree as follows:

a. Respondent agrees to pay a civil penalty assessment in the amount of five hundred dollars ($500) for the violation described herein which shall be payable upon entry of this order;

b. All payments shall be made electronically through the NMLS system;

c. Respondent shall cease and desist from any future violations of the Kentucky Financial Services Code;

d. Respondent waives its right to demand a hearing at which it would be entitled to legal representation, to confront and cross-examine witnesses, and to present evidence on its own behalf, or to otherwise appeal or set aside this Order;

e. Respondent consents to and acknowledges the jurisdiction of DFI over this matter and that this Agreed Order is a matter of public record and may be disseminated as such;

f. In consideration of execution of this Agreed Order, Respondent hereby releases and forever discharges the Commonwealth of Kentucky, The Department of Financial Institutions, Office of Legal Services, and each of their members, agents, and employees in their individual capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration;

g. By signing below, Respondent acknowledges it has read the foregoing Agreed Order and knows and fully understands its contents; and

h. This Agreed Order shall constitute the Final Order in this matter.

SO ORDERED on this the 5th day of November, 2026.

Marni Rock Gibson

MARNI ROCK GIBSON
COMMISSIONER

Consented to:

On behalf of the Department of Financial Institutions:

This 5 day of November, 2026

Hannah Carlin, Director
Division of Non-Depository Institutions

AND

On behalf of Mariner Finance, LLC:

This 4th day of November, 2026

Dwayne Jones

Title: VP/Compliance

ACKNOWLEDGEMENT

STATE OF Maryland)
)
COUNTY OF Baltimore)

On this the 4th day of November, 2026, before me Dwayne Jones (please print name), the undersigned, did personally appear and that he/she entered into and executed the foregoing instrument for the purposes therein contained.

My Commission Expires: 3/30/28

Meghan Katlyn McGhin
Comm. Exp 3-30-2028
NOTARY PUBLIC
Baltimore County, MD

Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Agreed Order** was sent on this the 5 day of November, 2026, by certified mail, return receipt requested, to:

Ms. Connie Eiseman
Managing Director & Chief Compliance Officer
Mariner Finance, LLC
8211 Town Center Drive
Nottingham, MD 21236

Via hand-delivery to:

Gary A. Stephens
Assistant General Counsel
Department of Financial Institutions
500 Mero Street 2SW19
Frankfort, Kentucky 40601
gary.stephens@ky.gov

Kentucky Department of Financial Institutions

Name: [signature]

Title: Executive Staff Advisor