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COMMISSIONERS OFFICE

COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF FINANCIAL INSTITUTIONS
ADMINISTRATIVE ACTION NO. 2026-DFI-0136

KENTUCKY DEPARTMENT OF FINANCIAL INSTITUTIONS — COMPLAINANT

v.

CALCON MUTUAL MORTGAGE, LLC — RESPONDENT

AGREED ORDER

PARTIES

1. The Kentucky Department of Financial Institutions is responsible for administering the provisions of KRS Chapter 286, Subtitle 8, of the Kentucky Financial Services Code ("the Code"), as well as any applicable rules, regulations and orders entered pursuant to the Code.

2. CalCon Mutual Mortgage, LLC ("Respondent") is licensed as a mortgage loan company in the Commonwealth of Kentucky with a principal office located at Camino Del Rio North, Suite 305, San Diego, CA 92108. Respondent's Kentucky license number is MC410020.

STATEMENT OF FACTS

3. On April 1, 2026, the Department conducted a routine compliance examination of Respondent.

4. The examination revealed that Respondent used an unapproved trade name, "OneTrust Home Loans", in violation of KRS 286.8.-036(4).

5. The trade name contained the word "Trust", which is prohibited by KRS 286.8-070 (3).

6. The examination also revealed that Respondent originated two Kentucky loans from an unregistered branch, in violation of KRS 286.8-100(1).

7. Finally, Respondent showed a lack of institutional control by continuing to use the unapproved name despite previously being told to cease using it.

STATUTORY AUTHORITY

8. KRS 286.8-036(4) states, "No licensee shall transact the business provided for by this subtitle under any other name or maintain an office at any location other than a licensed location or an alternate work location."

9. KRS 286.8-070(3) states, "A mortgage loan company or mortgage loan broker required to have a license under this subtitle shall not use the words "bank," "trust," "national," or "federal," or any form thereof separately or in combination thereof with other words or syllables as a part of its name or to otherwise identify itself."

10. KRS 286.8-100(1) states, in part, "No licensee shall establish or maintain a branch transacting business in Kentucky, either directly or indirectly, without filing the application as described in KRS 286.8-032(5) and receiving prior written approval of the commissioner."

11. KRS 286.8-295 states, "Every mortgage loan company and mortgage loan broker shall exercise proper supervision and control over the operations, employees, and affairs of its company. A mortgage loan company or mortgage loan broker shall not directly utilize the services of a mortgage loan originator engaging in any of the activities set forth in KRS 286.8-010(21)(a), unless that mortgage loan originator is under the supervision and control of that company as an employee. Notwithstanding any provision to the contrary, nothing in this section shall prohibit mortgage loan companies from utilizing the services of a mortgage loan broker and its employees."

VIOLATIONS

12. Respondent violated KRS 286.8-036(4) by using an unapproved trade name.

13. Respondent violated KRS 286.8-070(3) by using the word "trust" in its trade name.

14. Respondent violated KRS 286.8-100(1) by originating loans from an unregistered branch.

15. Respondent violated KRS 286.8-295 by failing to correct the trade name violations from past examinations.

AGREEMENT AND ORDER

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

17. In the interest of economically and efficiently resolving the violations described herein, it is hereby **AGREED** and **ORDERED**:

i. Respondent agrees to pay a civil fine in the amount of twelve thousand dollars ($12.000.00) for the violations described herein, which shall be due and payable within thirty (30) days of the entry of this Order;

ii. All payments under this Order shall be made through the NMLS system by invoice created by DFI;

iii. Respondent waives the 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 behalf, or to otherwise appeal or set aside this Agreed Order;

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

v. In consideration of execution of this Agreed Order, Respondent for itself, and for its successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Department, 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;

vi. By signing below, the parties acknowledge they have read the foregoing Agreed Order, fully understand its contents, and that they are authorized to enter into and execute this Agreed Order and legally bind their respective parties; and

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

SO ORDERED on this the 20th day of November, 2026.

Marni Rock Gibson

MARNI ROCK GIBSON
COMMISSIONER

Consented to:

On behalf of the Department of Financial Institutions,
This 16 day of November, 2026.

Director, Division of Non-Depository Institutions
Department of Financial Institutions

And

On behalf of CalCon Mutual Mortgage, LLC
This 12th day of November, 2026.

James Hecht (Nov 12, 2026 09:36:45 CST)

Authorized Representative
CalCon Mutual Mortgage, LLC

ACKNOWLEDGEMENT

STATE OF Texas)
)
COUNTY OF Denton)

On this the 12th day of November, 2026, James Hecht, in my presence, acknowledged ~~himself~~/**herself** to be the authorized representative of **CalCon Mutual Mortgage, LLC**, and, being authorized to do so, did enter into and execute the foregoing instrument, on behalf of **CalCon Mutual Mortgage, LLC**, for the purposes therein contained, acknowledging the same.

My Commission Expires: 6-16-2030

Notary Public

JENNIFER SZYMANSKI NOTARY PUBLIC STATE OF TEXAS ID 129406169 EXP. 06-16-2030

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Agreed Order was sent on this the 20 day of November, 2026, by the method indicated below to the following:

Via certified mail, return receipt requested:

Joseph Moran
Chief Compliance Officer
CalCon Mutual Mortgage, LLC
3838 Camino Del Rio North, Suite 305
San Diego, CA 92108
Respondent

Via electronic delivery:

Gary Stephens, Staff Attorney Manager
DEPARTMENT OF FINANCIAL INSTITUTIONS
500 Mero Street
Frankfort, KY 40601
gary.stephens@ky.gov
Counsel for Department of Financial Institutions

Kentucky Department of Financial Institutions
Name: [signature]
Title: Executive Staff Advisor

CalCon Agreed Order

Final Audit Report

2026-11-12

Created:	2026-11-12
By:	Kinaysha Ruiz (kruiz@onetrusthomeloans.com)
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"CalCon Agreed Order" History

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