



COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF FINANCIAL INSTITUTIONS
ADMINISTRATIVE AGENCY CASE NO. 2026-DFI-0052

DEPARTMENT OF FINANCIAL INSTITUTIONS

COMPLAINANT

v.

HEIGHTS FINANCE CORPORATION

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 Statutes (KRS) Chapter 286.4 (“The Act”).

2. Heights Finance Corporation (“Respondent”) is authorized to do business in Kentucky as a consumer loan company, with an office location at 101 N. Main Street, Ste. 600, Greenville, SC 29601. Respondent’s Kentucky license number is #CL72250.

3. On July 11-12, 2023, DFI conducted an examination of Respondent’s Berea, Kentucky location. During this examination, it was found that Respondent wrote personal property insurance for an amount greater than the value of the property in a loan transaction.

4. On August 18, 19, and 27, 2025, DFI conducted an examination of Respondent’s Harlan, Kentucky location. During this examination, it was found that Respondent failed to retain a copy of a borrower’s promissory note.

5. On August 28-29, 2025, DFI conducted another examination of Respondent's Berea, Kentucky location. During the examination, it was found that Respondent failed to mark a paid off or refinanced loan as "paid" or "cancelled".

STATUTORY AUTHORITY

6. KRS 286.4-560(1) states in part: "[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...".

7. KRS 286.4-600 states, in part, "Each licensee shall keep and use in his business and shall preserve for at least two (2) years after making the final entry therein, such books, accounts, records, or card systems in accordance with sound accounting principles and practices to enable the commissioner to determine whether the licensee is complying with the provisions of this chapter, and with the regulations made pursuant thereto. . . ."

8. KRS 286.4-540 states in part: "Every licensee shall: (3) "Upon the repayment of the loan in full, mark indelibly with the word 'Paid' or 'Canceled' every obligation signed by the borrower and - - - canceled and return every note and assignment given to the licensee by the borrower."

9. 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

10. Respondent violated KRS 286.4-560(1) by including property insurance written for an amount greater than the value of the property.
11. Respondent violated KRS 286.4-600 by failing to maintain a copy of a borrower's promissory note.
12. Respondent violated KRS 286.4-540 by failing to mark a paid off or refinanced loan as "paid" or "cancelled".

AGREEMENT AND ORDER

13. Respondent neither admits nor denies violating any provision of KRS 286.4 or any regulations promulgated thereunder.
14. 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.
15. 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 one thousand five hundred dollars (\$1,500) for the violations 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 he 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.

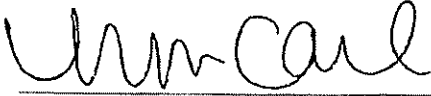
SO ORDERED on this the 20th day of April, 2026.


MARNI ROCK GIBSON,
COMMISSIONER

Consented to:

On behalf of the Department of Financial Institutions:

This 15 day of April, 2026

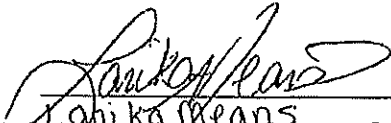


Hannah Carlin, Director
Division of Non-Depository Institutions

AND

On behalf of Heights Finance Corporation:

This 14 day of April, 2026



Lohika Means
Title: Sr. Manager of Compliance

ACKNOWLEDGEMENT

STATE OF SC)
)
COUNTY OF Greenville)

On this the 14 day of April, 2026, before me
(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: 2-23-28


Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Agreed Order** was sent on this the 22
day of April, 2026, by certified mail, return receipt requested, to:

Jessica Mcghee
Heights Finance Corporation
101 N. Main Street, Ste. 600
Greenville, SC 29601

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: *Allen Jones*

Title: *Executive Staff Admin*