



**COMMONWEALTH OF KENTUCKY  
PUBLIC PROTECTION CABINET  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
ADMINISTRATIVE ACTION NO. 2025-DFI-0025**

KENTUCKY DEPARTMENT OF FINANCIAL INSTITUTIONS

COMPLAINANT

v.

CREDIT UNION MORTGAGE ASSOCIATION, INC.

RESPONDENT

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**AGREED ORDER**

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**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. Credit Union Mortgage Association, Inc. is a Kentucky corporation, conducting business originating and funding Kentucky mortgage loans using its warehouse lines of credit. The company's principal office is located at 10800 Main Street, Fairfax, Virginia 22030. The company's registered agent is listed with the Kentucky Secretary of State as Northwest Registered Agent, LLC, located at 212 N. 2N St, Ste 100, Richmond, KY 40475.

**STATEMENT OF FACTS**

3. On December 17, 2024, the Department conducted a routine compliance examination of Credit Union Mortgage Association, Inc. The period of conduct under examination spans from December 1, 2019, to September 30, 2024. The following events occurred during that examination.
4. The Department confirmed that Credit Union Mortgage Association, Inc. had employees utilizing alternate work locations when performing job duties within the mortgage lending process.

5. Credit Union Mortgage Association, Inc. had three processors that had not completed their continuing education requirements.
6. The Department reviewed Credit Union Mortgage Association, Inc.'s CUMA Remote Work Policy and Procedures. The Remote Work Policy did not require that documented reviews be performed.
7. The Department requested documented reviews from Credit Union Mortgage Association, Inc., which would certify that all employees engaged in the mortgage lending process at alternate work locations had met appropriate standards and safeguards required by statute and expressed in the company's policy. The company was unable to provide responsive documents to that request.
8. When asked about the documented reviews, Credit Union Mortgage Association, Inc. responded that it did not have dedicated reviews for remote locations but that it would implement reviews beginning on January 1, 2025.
9. In a letter dated February 12, 2025, Credit Union Mortgage Association, Inc.'s representative sent the Department confirmation that it had received the Examiner Noted Violation on the Report of Examination dated January 14, 2025. In response, the company attached its most recent Branch and Remote Work Location Audit Procedure to verify updated controls for statutory compliance. The company further attached proof that documented audits had recently occurred pursuant to the new procedure.

#### **STATUTORY AUTHORITY**

10. KRS 286.8-255(9) states,
  - (9) (a) A mortgage loan processor shall not be required to maintain a registration, but the processor's supervising mortgage loan company or mortgage loan broker shall be required to:
    1. Provide the mortgage loan processor with the continuing education required under KRS 286.8-260; and

2. Prior to hiring an applicant as a processor, perform an employee background check in accordance with uniform standards established by the commissioner.

(b) A mortgage loan company or mortgage loan broker shall provide proof of compliance with this subsection to the commissioner upon demand, demonstrating that:

1. The applicant has not been convicted of, pled guilty to, or pled nolo contendere to a felony in any domestic, foreign, or military court:

a. During the seven (7) year period preceding the date of the application; or

b. At any time preceding the date of application, if the felony involved an act of fraud or dishonesty, a breach of trust, or money laundering; and

2. The applicant has demonstrated financial responsibility, character, and general fitness sufficient to command the confidence of the community and to warrant a determination that the loan processor will operate honestly, fairly, lawfully, and efficiently within the purposes of this subtitle.

11. KRS 286.8-010(2) states that "Alternate work location":

(a) Means a physical location, other than the principal office or a branch, at which the employees of a licensee are authorized by the licensee to remotely engage in the mortgage lending process; and

(b) May include a physical location, other than the principal office or a branch, where an employee:

1. Completes mortgage-related activities if the location is not maintained or utilized for the purpose of conducting in-person mortgage lending business; and

2. Meets in person at the convenience of the borrower on an infrequent or as-needed basis in order to complete the mortgage lending process if the location is not the employee's home.

12. KRS 286.8-036(6) states,

(6) A licensee may permit employees to engage in the mortgage lending process at an alternate work location if:

(a) The licensee has written policies and procedures for supervision of employees working from alternate work locations;

(b) Access to the licensee's computer systems and customer information is in accordance with the licensee's comprehensive written information technology security plan;

(c) Employees are not permitted to conduct in-person customer activities at the alternate work location except as provided in KRS 286.8-010(2)(b)2.;

(d) The licensee ensures that no physical or electronic documents are maintained at the alternate work location; and

(e) No signage or advertising of the licensee or the mortgage loan originator is displayed at any alternate work location.

13. KRS 286.8-295 states,

(1) As used in this section, "employee" shall include a mortgage loan originator engaged as an independent contractor.

(2) (a) Every mortgage loan company and mortgage loan broker shall exercise proper supervision and control over the operations, employees, and affairs of its company.

(b) A mortgage loan company or mortgage loan broker shall supervise and control all employees acting as a mortgage loan originator on behalf of the mortgage loan company or mortgage loan broker.

(3) A licensee that allows employees to engage in the mortgage lending process from an alternate work location shall:

(a) Exercise proper supervision and control over the employees;

(b) Have written policies and procedures in place that ensure a safe, secure system for the mortgage lending process;

(c) Oversee compliance, and require all employees to comply, with the policies and procedures referenced in paragraph (b) of this subsection;

(d) Employ appropriate risk-based monitoring and oversight processes;

(e) Ensure that:

1. Customer interactions and communications about consumer accounts are in compliance with federal and state information security requirements, including applicable provisions of:

a. The Gramm-Leach-Bliley Act of 1999, Pub. L. No. 106-102, as amended; and

b. The Federal Trade Commission's Safeguards Rule, set forth in 16 C.F.R. Part 314;

2. Any employee that engages in the mortgage lending process at an alternate work location accesses the company's secure systems, including a cloud-based system, directly from any out-of-office device via a virtual private network (VPN) or a comparable system that ensures secure connectivity and requires passwords or other forms of authentication to access;

3. Appropriate security updates, patches, or other alterations to the security of all devices used at an alternate work location are installed and maintained;

4. Any employee that engages in the mortgage lending process at an alternate work location agrees to comply with the licensee's processes established under paragraph (d) of this subsection; and

5. The Nationwide Multistate Licensing System and Registry record of a mortgage loan originator that works from an alternate work location designates a properly licensed location as the mortgage loan originator's official work station;

(f) Have the ability to:

1. Remotely lock or erase company-related contents of any device; or

2. Otherwise remotely limit all access to the company's secure systems; and

(g) At least annually:

1. Certify that all employees engaged in the mortgage lending process at alternate work locations meet the appropriate standards and safeguards to continue engaging in the mortgage lending process from the alternate work locations; and

2. Review each alternate work location and provide proof of the documented review to the department upon request.

14. KRS 286.8-046 states,

(1) The commissioner may levy a civil penalty against any person who violates any provision of or any administrative regulation promulgated under this subtitle or order issued by the commissioner under this subtitle. The civil penalty shall be not less than one

thousand dollars (\$1,000) nor more than twenty-five thousand dollars (\$25,000) per violation, plus the state's costs and expenses for the examination, investigation, and prosecution of the matter, including reasonable attorney's fees and court costs.

(2) The commissioner may order restitution, refund, recovery of expenses, or direct such other affirmative action as the commissioner deems necessary against any person who violates any order issued by the commissioner or any provision of, or administrative regulation promulgated under, this subtitle.

## **VIOLATIONS**

15. In contravention of KRS 286.8-295(2) and (3)(a), Credit Union Mortgage Association, Inc. did not apply its written policies and procedures for supervision of employees working at alternative work locations, which is defined in KRS 286.8-010(2).
16. In contravention of KRS 286.8-036(6), because it did not supervise employees at alternate work locations to ensure compliance with the statute, Credit Union Mortgage Association, Inc. did not meet statutory requirements to permit employees to engage in the mortgage lending process at an alternate work location.
17. In contravention of KRS 286.8-295(3)(b) and (c), Credit Union Mortgage Association, Inc. lacked adequate written policies and procedures for documented reviews to occur.
18. In contravention of KRS 286.8-295(3)(g)(1), Credit Union Mortgage Association, Inc. did not annually certify that all employees engaged in the mortgage lending process at alternative work locations met the appropriate standards and safeguards to continue engagement in that process from those locations.
19. In contravention of KRS 286.8-295(g)(2), Credit Union Mortgage Association, Inc. did not provide the Department proof responsive to the Department's request that a documented review had occurred regarding alternate work location compliance.

## **AGREEMENT AND ORDER**

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

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

- i. Credit Union Mortgage Association, Inc. agrees to pay a civil fine in the amount of one thousand dollars (\$1,000.00) 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 through invoice created by the Department;
- iii. Credit Union Mortgage Association, Inc. 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. Credit Union Mortgage Association, Inc. 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, Credit Union Mortgage Association, Inc. 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 Credit Union Mortgage Association, Inc. ever had, now has, may have or claim to have against any or all of the

**Consented to:**

*On behalf of the Department of Financial Institutions,*

This 10 day of April, 2025.



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

and

*On behalf of Credit Union Mortgage Association, Inc.,*

This 8th day of April, 2025.



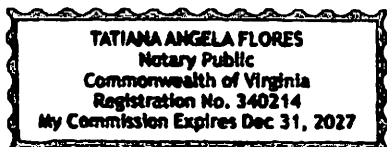
Scott Toler, President  
Credit Union Mortgage Association, Inc.

#### ACKNOWLEDGEMENT

STATE OF Virginia )  
COUNTY OF Fairfax )

On this the 9 day of April, 2025, **Scott Toler**, in my presence, acknowledged himself to be the authorized representative of **Credit Union Mortgage Association, Inc.**, and, being authorized to do so, did enter into and execute the foregoing instrument, on behalf of **Credit Union Mortgage Association, Inc.**, for the purposes therein contained, acknowledging the same.

My Commission Expires: 12/31/2027

  
Notary Public



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 16th day of April, 2025.

*Marni Rock Gibson*

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MARNI ROCK GIBSON  
COMMISSIONER

### CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Agreed Order was sent on this the 17 day of April, 2025, by the method indicated below to the following:

*Via certified mail, return receipt requested:*

Northwest Registered Agent, LLC  
CREDIT UNION MORTGAGE ASSOCIATION, INC.  
212 N. 2N St, Ste 100  
Richmond, KY 40475  
*Registered Agent on behalf of Respondent*

Scott Toler, President  
CREDIT UNION MORTGAGE ASSOCIATION, INC.  
10800 Main Street  
Fairfax, Virginia 22030  
*Respondent*

*Via electronic delivery:*

Brandon Adcock, Staff Attorney III  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
500 Mero Street  
Frankfort, KY 40601  
[brandon.adcock@ky.gov](mailto:brandon.adcock@ky.gov)  
*Counsel for Department of Financial Institutions*

Kentucky Department of Financial Institutions

Name: Allison Reed by Victoria Ward-Bishop

Title: Executive Staff Advisor