

**DISCIPLINARY AND ETHICS COMMISSION**  
**CERTIFIED FINANCIAL PLANNER BOARD OF STANDARDS, INC.**

In the Matter of

Kyle Chapman,

Respondent.

CFP Board Case No. 2023-64528

August 17, 2026

**ORDER**

Certified Financial Planner Board of Standards, Inc. (“CFP Board”) granted Respondent the right to use the CFP®, CERTIFIED FINANCIAL PLANNER®,  and  certification marks (“CFP® marks”) on December 13, 2019, and he has been certified since that date. (DEC Book at 6.)

**I. PROCEDURAL HISTORY**

On February 21, 2025, following an investigation, Enforcement Counsel filed a complaint with CFP Board’s Disciplinary and Ethics Commission (“Commission”) alleging that Respondent violated CFP Board’s *Code of Ethics and Standards of Conduct* (“*Code and Standards*”). The complaint alleges that Respondent made negligent misrepresentations and unsuitable recommendations in violation of Standard A.1 (Breach of Fiduciary Duty) and Standard A.8.a (Failure to comply with the laws, rules, and regulations governing Professional Services). (*Id.* at 6–12.) The complaint cites Respondent’s August 16, 2024 Letter of Acceptance, Waiver and Consent (“AWC”) with the Financial Industry Regulatory Authority, Inc. (“FINRA”) arising from the same conduct. (DEC Book at 119–127.)

On December 19, 2025, Respondent filed an answer in which he admits certain allegations—including that he entered into the FINRA AWC—denies others, and states for many that he does not have information sufficient to either admit or deny them. (*Id.* at 298–303.)

On February 11, 2026, a hearing panel formed under Article 10.6 of CFP Board’s *Procedural Rules* convened to hear testimony and review and consider documents, information, and argument. (Transcript of Hearing of Kyle Chapman, CFP®, February 11, 2026 (“Tr.”) at 1.) Enforcement Counsel appeared for CFP Board. DEC Counsel appeared for the Commission and for the hearing panel. Counsel appeared for Respondent.

The Commission has considered the hearing panel’s recommendation and issues this final Order.

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

## II. FINDINGS OF FACT

### A. Background

Respondent has passed the FINRA (a) Series 63 – Uniform Securities Agent State Law Examination (2014); (b) Series 7 – General Securities Representative Examination (2015); (c) Series 66 – Uniform Combined State Law Examination (2015); Series 6 – Investment Company Products/Variable Contracts Representative Examination (2014); and (d) SIE – Securities Industry Essentials Examination (2018). (DEC Book at 22; *see also* Tr. at 76.)

From 2018 through July 2022, Respondent worked as an investment adviser representative for an advisory firm and was registered with two brokerage firms. (DEC Book at 24–25, 39.)

In July 2022, Respondent’s brokerage firm filed a Form U5 disclosing that Respondent had voluntarily terminated his association with the firm and filed an amended Form U5 in December 2022 disclosing that he was the subject of a customer arbitration asserting various causes of action related to “GWG L Bonds”, discussed below. (*Id.* at 24, 33–34.)

Since March 2023, Respondent has held a Nevada insurance license, been employed as an independent insurance agent, and been associated with a registered investment adviser as an investment adviser representative. (*Id.* at 25, 38–39, 212.) He is currently not associated with any FINRA member firm. (*Id.* at 20, 24–25.) He said that he does not recommend securities products to retail customers in his current business. (Tr. at 57, 76.)

Though he first associated with a FINRA member in 2014, Respondent was still early in his career as a CFP® professional (2019 certification) during the time of his conduct at issue. (*Id.* at 108–109; DEC Book at 16, 24.)

### B. 2024 FINRA AWC

On August 15, 2024, Respondent entered into an AWC with FINRA, consenting to a three-month suspension from associating with any FINRA member, a \$5,000 fine, and disgorgement of \$1,471 plus interest. Respondent consented to findings that in January and December 2020, he made recommendations to a customer relating to GWG L bonds, with no reasonable basis, that were neither in the customer’s best interests nor suitable, and made negligent misrepresentations and omissions of material fact relating to those recommendations. (DEC Book at 119–127, 301, 302.)

FINRA determined that Respondent violated Section 17(a)(2) of the Securities Act of 1933, FINRA Rule 2010, and FINRA Rule 2111, and willfully violated Rule 15l-1(a)(1) of the Securities Exchange Act of 1934 (“Regulation Best Interest”). (*Id.*)<sup>1</sup>

---

<sup>1</sup> Regulation Best Interest required Respondent, as of June 30, 2020, to act in the best interest of his customer and exercise reasonable diligence, care, and skill to, among other things, understand the potential risks, rewards, and costs associated with his recommendations; have a reasonable basis to believe that his recommendations were in his

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

## 1. GWG L Bonds

The AWC states that GWG Holdings, Inc. (“GWG”) was a publicly traded financial services company, now defunct. It states that beginning in 2016, GWG issued “L Bonds” to fund its life settlements business model, which involved purchasing life insurance policies in the secondary market, paying the premiums, then collecting the death benefits. (*Id.* at 120, 300.)

In late 2019, according to the AWC, GWG materially changed its primary business model by no longer acquiring life insurance policies and instead providing liquidity to holders of illiquid, professionally managed alternative assets, through loans secured by those assets. (*Id.* at 120, 168, 300.) According to GWG, those assets are not easily bought and sold, so much of the indirect collateral for GWG’s L Bonds was illiquid. (*Id.* at 168.)

In October 2020, the Securities and Exchange Commission (“SEC”) subpoenaed GWG over concerns with its accounting practices and other issues. (*Id.* at 300.) The AWC states that in January 2022, GWG defaulted on its obligations to L Bond investors. (*Id.* at 121, 300.) In April 2022, GWG filed for Chapter 11 bankruptcy protections. (*Id.*)

## 2. Respondent Recommends a Customer Invest in GWG L Bonds

In early 2020, a potential customer approached Respondent seeking to invest in GWG L Bonds. (*Id.* at 120, 229, 300; *see also* Tr. at 114.) Respondent says his managing partner assigned the customer to him. (DEC Book at 229–230; *see also* Tr. at 137.) Since Respondent was new to the firm as a younger associate building his business, he says that he ran a “full financial profile” and on-boarded the customer and he later transferred customer’s assets to his management. (Tr. at 137; DEC Book at 100–103, 229–233, 298, 300.)

---

customer’s best interests based on that customer’s investment profile; and to consider reasonably available alternatives.

FINRA Rule 2111 required Respondent, prior to June 30, 2020, to have a reasonable basis to believe that his recommendations were suitable for at least some investors, based on his reasonable diligence and understanding of the risks, and suitable for his customer based on his customer’s investment profile.

FINRA Rule 2010 required Respondent to observe high standards of commercial honor and just and equitable principles of trade in the conduct of his business.

Section 17(a)(2) of the Securities Act of 1933 prohibited Respondent from obtaining money by means of any untrue statement of material fact, negligent misrepresentation, or omission to state a material fact.

Contravening Section 17(a)(2) constitutes a violation of FINRA Rule 2010.

It is an independent violation of FINRA Rule 2010 to make negligent misrepresentations or omissions of material fact to a customer, as such conduct is inconsistent with just and equitable principles of trade.

(*See* DEC Book at 121–124.)

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

The customer indicated that he was 37 years old with a total net worth of \$700,000, liquid net worth of \$350,000, and investable assets of \$250,000; he had a moderately aggressive risk tolerance, and his investment objectives were income and preservation of capital—but not speculation. (DEC Book at 100–103, 106, 122–123; 229–232, 298, 300.) In February 2020, Respondent recommended and the customer invested \$28,000 in GWG L Bonds, followed by an additional \$22,000 in December 2020, for a total investment of \$50,000. (*Id.* at 106–108, 120, 300.) As a result of these investments, FINRA found the customer had at least 14% of his disclosed liquid net worth invested in L Bonds. (*Id.* at 122.)

### 3. Respondent Had No Reasonable Basis to Recommend GWG L Bonds

The AWC states that the relevant L Bond offering documents available to Respondent before each investment explicitly disclosed that the L Bonds could be considered speculative, involved a high degree of risk, were illiquid, and were only suitable for investors with substantial financial resources and no need for liquidity. (*Id.* at 120.)

Effective June 2020, prior to the customer’s second investment, the L Bond subscription agreement included the following additional disclosure, which Respondent had signed on December 11, 2020, indicating that he had read and understood it:

The L Bonds ... are subordinated to the GWG’s senior credit facility and any other senior debt that may be issued.... The subordination to the senior credit facility could also delay certain remedies available to the bondholders in the event of a default.

Since 2019 the Company has made a significant change to its principal line of business [to] a very complex line of business with little transparency compared to the Company’s previous line of business in the life settlements industry [and] much of the indirect collateral for the L Bonds is in rather illiquid assets. It is important for investors to read the prospectus thoroughly to better understand the complexity of the Company’s business and its capital structure.....

The Company has operated at a net loss over the past several years and is expected to do so in the near future. The current operational level is not sustainable over the long term and the Company relies on its ability to raise additional debt and equity capital to meet its working capital, business growth and liquidity needs. If the Company is not able to consistently raise additional capital over the near term the Company could experience liquidity issues, which would increase the chance of a default in the L Bonds.

Upon request, the Company may redeem L Bonds prior to their maturity subject to a 6% redemption fee, though the Company shall be under no obligation to redeem any L Bonds early. There is no secondary market for the L Bonds and you should not expect that you will be able to access your invested capital prior to the maturity date of the L Bond purchased.

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

The Company's long-term success is dependent upon its subsidiary being issued a bank charter by the State of Texas.... The Company's 2020 10-K had over 80 separate risk factors on almost thirty pages. **Please review the full risk factor section on the Company's 10-K before investing.**"

(*Id.* at 168–169.) (Emphasis in original.)

The AWC states that Respondent failed to conduct reasonable due diligence or to adequately understand the risks associated with GWG L Bonds, and he did not reasonably review the available offering documents. (*Id.* at 122.) Instead, Respondent said that he relied on his colleagues' and his firms' due diligence, and that the bonds were on his firm's approved platform. (Tr. at 79–80, 110–111; *see also id.* at 95: "I trusted my colleagues and I shouldn't have done that.")

The AWC states that Respondent wrongly concluded that GWG's change in business model in 2018 and 2019 would *decrease* the risks associated with L Bonds, when in fact it *increased* the risks in part because the bonds were no longer fully backed by life insurance policies. (DEC Book at 122.)

FINRA thus determined that Respondent did not have a reasonable basis to believe that his recommendations were either in the customer's best interest or suitable in light of the customer's investment profile, and, when recommending the second purchase of GWG L Bonds in December 2020, Respondent did not exercise reasonable diligence, care, and skill to consider reasonably available alternatives. (*Id.* at 123.)

Therefore, FINRA found Respondent willfully violated Regulation Best Interest and violated FINRA Rule 2111 and FINRA Rule 2010. (*Id.*)

#### 4. Respondent Provides Unapproved Risk Reports

Respondent provided the customer with third-party reports that he received from GWG's wholesaler, which were not approved by his firm. (*Id.* at 68–99, 123, 236–238.) Respondent said he assumed they were preapproved by his firm's compliance department, based on past materials. (*Id.* at 298.) The reports assigned certain GWG L Bonds a "risk score" of 1 out of 100—representing the lowest possible risk level—and they assigned the same risk score to cash. (*Id.* at 68–99, 123, 236–238.)

According to the AWC, Respondent advised the customer that he was sharing the risk reports to "ease [the customer's] mind even more about the GWG L Bonds." (*Id.* at 123.) Respondent said that he intended the reports to be an "additional data point [and] another piece of the conversation." (Tr. at 110–111.) Respondent testified that he told the customer that the reports were from "world renowned software" but also that he did not endorse them. (DEC Book at 238.) The Commission finds it is unlikely Respondent would believe the reports were preapproved by his firm if he also told the customer that he does not endorse them.

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

FINRA found that after receiving the reports, the customer told Respondent that he had more confidence in GWG L Bonds, then made his first \$28,000 investment.<sup>2</sup> (*Id.* at 123.) Respondent admits that he made a “big mistake” sending the reports. (Tr. at 96, 112; *see also* DEC Book at 236.)

#### 5. Respondent Makes Further Misrepresentations and Omissions

According to the AWC, the customer asked Respondent in December 2020 if GWG L Bonds were “still very conservative” and Respondent did not correct the customer’s apparent belief that they were. (DEC Book at 123.) Instead, FINRA determined that Respondent negligently misrepresented that:

- (1) GWG was still acquiring life insurance policies, when it had stopped;
- (2) it was “normal” for a company like GWG to operate at a loss for many years;
- (3) GWG was “more secure” as a result of its change of business model; and
- (4) the customer should only “worry about” certain other GWG L Bonds. (*Id.*)

After this exchange the customer invested another \$22,000 in L Bonds. (*Id.*)

FINRA determined that as a result of Respondent’s negligent misrepresentations and omissions of material fact, he violated FINRA Rule 2010, both independently and by acting in contravention of Section 17(a)(2) of the Securities Act of 1933. (*Id.* at 124.)

#### C. FINRA Arbitration

On August 11, 2022, the above customer with two other investors initiated an arbitration against Respondent’s former brokerage firm through FINRA Dispute Resolution Services. (*Id.* at 52–65.) The claimants asserted causes of action for breaches of contract and warranties, promissory estoppel; breaches of fiduciary duty; and violations of state securities laws; based on the firm’s and its agents’ material misrepresentations and omissions, self-dealing, unsuitable recommendations, and negligent account management. (*Id.* at 61–64.) The statement of claim describes Respondent’s conduct and requests he be jointly and severally liable for alleged damages of \$100,000 to \$500,000, comprising a total loss of the claimants’ \$300,000 combined capital investments plus interest and costs. (*Id.* at 52–54, 64.)

On November 21, 2022, Respondent’s former firm filed an answer denying the claimants’ allegations and asserting various defenses—including that the claimants had approached Respondent while he was associated with his previous brokerage firm so “[a]ny discussions or recommendations to invest in L Bonds occurred at that other firm.” (*Id.* at 104–117.) Respondent testified that he “didn’t have any say” in the arbitration. (*Id.* at 229.) There is no evidence that the claimants pursued his previous brokerage firm.

---

<sup>2</sup> Respondent denies that the customer responded stating that he “had more confidence” in GWG L Bonds. (*Id.* at 300.)

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

On February 14, 2024, the matter settled for \$75,000. (*Id.* at 49.) Respondent did not personally contribute to the settlement. (*Id.*)

In addition to these three customers who came to Respondent to invest in GWG L Bonds, Respondent testified that he had solicited and sold GWG L Bonds to 10 to 20 of his other existing clients. (*Id.* at 227; Tr. at 123–125.) There is no evidence Respondent was involved in any other customer complaints or arbitrations or has any other disciplinary history. (DEC Book at 18–51.)

#### **D. Expungement Denied**

On February 13, 2023, Respondent filed a motion to FINRA seeking to expunge references to the arbitration from his Central Registration Depository (“CRD”) registration records, maintaining that the allegations against him were factually impossible, clearly erroneous, and demonstrably false. (*Id.* at 128–195.) The claimants in the arbitration filed a response not objecting to expungement proceedings. (*Id.* at 198.) Following a hearing—at which Respondent was represented by counsel and no claimants opposed him—a FINRA arbitration panel denied Respondent’s motion. (*Id.* at 198.)

### **III. DISCUSSION**

To impose a sanction on Respondent, the Commission must find grounds for a sanction. The Commission found grounds for sanction based on Respondent’s violating CFP Board’s *Code and Standards*. Respondent was a CFP® professional at all relevant times.

#### *First Grounds for Sanction*

Standard A.1 of the *Code and Standards* states that at all times when providing Financial Advice to a Client, a CFP® professional must act as a fiduciary, and therefore, act in the best interest of the Client. The following three duties must be fulfilled. Breaching one violates a CFP® professional’s fiduciary duty.<sup>3</sup>

---

<sup>3</sup> “Financial Advice” is defined in the *Code and Standards* Glossary as, in relevant part, a communication that based on its content, context, and presentation, would reasonably be viewed as a recommendation that the Client take or refrain from taking a particular course of action with respect to:

- a. The development or implementation of a financial plan;
- b. The value of or the advisability of investing in, purchasing, holding, gifting, or selling Financial Assets;
- c. Investment policies or strategies, portfolio composition, the management of Financial Assets, or other financial matters; or
- d. The selection and retention of other persons to provide financial or Professional Services to the Client.

The determination of whether Financial Advice has been provided is an objective rather than subjective inquiry. The more individually tailored the communication is to the Client, the more likely the communication will be viewed as Financial Advice.

“Client” is defined as any person, including a natural person, business organization, or legal entity, to whom a CFP® professional provides or agrees to provide Professional Services pursuant to an Engagement. “Professional Services” is defined as Financial Advice and related activities and services that are offered or provided, including, but not limited

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

- a. Duty of Loyalty, a CFP® professional must:
  - i. Place the interests of the Client above the interests of the CFP® professional and the CFP® Professional's Firm;
  - ii. Avoid Conflicts of Interest, or fully disclose Material Conflicts of Interest to the Client, obtain the Client's informed consent, and properly manage the conflict; and
  - iii. Act without regard to the financial or other interests of the CFP® professional, the CFP® Professional's Firm, or any individual or entity other than the Client, which means that a CFP® professional acting under a Conflict of Interest continues to have a duty to act in the best interests of the Client and place the Client's interests above the CFP® professional's.
- b. Duty of Care, a CFP® professional must act with the care, skill, prudence, and diligence that a prudent professional would exercise in light of the Client's goals, risk tolerance, objectives, and financial and personal circumstances.
- c. Duty to Follow Client Instructions, a CFP® professional must comply with all objectives, policies, restrictions, and other terms of the Engagement and all reasonable and lawful directions of the Client.

Under Articles 7.2 and 7.5 of CFP Board's *Procedural Rules*, Respondent's AWC with FINRA is conclusive proof of his "Professional Discipline" for purposes of this proceeding and of the facts and violations that serve as its basis, which Respondent also admits.<sup>4</sup>

---

to, Financial Planning, legal, accounting, or business planning services. "Engagement" is defined as an oral or written agreement, arrangement, or understanding.

"Conflict of Interest" is defined as occurring:

- a. When a CFP® professional's interests (including the interests of the CFP® Professional's Firm) are adverse to the CFP® professional's duties to a Client, or
- b. When a CFP® professional has duties to one Client that are adverse to another Client.

Information is "Material" when a reasonable Client or prospective Client would consider the information important in making a decision.

"CFP® Professional's Firm(s)" is defined as any entity on behalf of which a CFP® professional provides Professional Services to a Client, and that has the authority to exercise control over the CFP® professional's activities, including the CFP® professional's employer, broker-dealer, registered investment adviser, insurance company, and insurance agency.

CFP Bd. of Standards, Inc., *Code of Ethics and Standards of Conduct* Glossary (As revised, November 2018, effective October 1, 2019, enforced as of June 30, 2020), <https://www.cfp.net/ethics/code-of-ethics-and-standards-of-conduct>.

<sup>4</sup> Article 7.2 of the *Procedural Rules* provides in relevant part that a record from a self-regulatory organization imposing discipline upon Respondent ("Professional Discipline") is **conclusive proof** of the existence of such Professional Discipline and the facts and violations that serve as its basis. The fact that Respondent has not admitted or denied the findings or allegations contained in the record does not affect the conclusiveness of the proof. Professional Discipline includes a suspension or fine. A record of Professional Discipline includes a Letter of

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

(*See id.* at 302; *c.f.* Tr. at 41–42, 56, 135–136.)

Thus, the AWC conclusively proves that Respondent breached his fiduciary duty to his Client<sup>5</sup> when he failed to act with the care, prudence, and diligence his Duty of Care required, including when he:

- i. Failed to conduct reasonable due diligence or to adequately understand the risks associated with GWG L Bonds, and he did not reasonably review the available offering documents;
- ii. Had no reasonable basis to believe that his December 2020 recommendation of GWG L Bonds was either (a) in his Client’s best interest or (b) suitable in light of his Client’s investment profile;
- iii. Misled his Client by providing risk reports purporting that GWG L Bonds had the same risk profile as cash; and
- iv. Provided the Client with false or misleading statements regarding GWG’s business model and L Bonds and failing to correct those statements.

Therefore, Respondent violated Standard A.1 of the *Code and Standards*.

### *Second Grounds for Sanction*

Standard A.8.a of the *Code and Standards* states that a CFP® professional must comply with the laws, rules, and regulations governing Professional Services.

As above, the AWC is conclusive proof under the *Procedural Rules* that Respondent violated Section 17(a)(2) of the Securities Act of 1933, FINRA Rule 2010 and FINRA Rule 2111, and willfully violated Rule 15c-1(a)(1) of the Securities Exchange Act of 1934 (“Regulation Best Interest”), which are laws, rules, or regulations governing Professional Services, which Respondent also admits. (*See id.*)

Therefore, Respondent violated Standard A.8.a of the *Code and Standards*.

---

Acceptance, Waiver, and Consent (“AWC”). If CFP Board proves or Respondent admits the Professional Discipline, then under Article 7.5, Respondent may not challenge the Professional Discipline in the CFP Board proceeding.

FINRA is a self-regulatory authority and Respondent’s AWC is a record from FINRA imposing Professional Discipline on Respondent. Therefore, the AWC is conclusive proof, unaffected by Respondent, of the facts and violations that serve as its basis.

<sup>5</sup> Respondent’s customer became a “Client” to whom Respondent owed a fiduciary duty under the *Code and Standards* when CFP Board began enforcing them on June 30, 2020. Respondent did not owe a fiduciary duty to the customer under CFP Board’s prior *Standards of Professional Conduct* because he was not providing financial planning to the customer.

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

#### IV. DECISION

Under Article 12.3 of CFP Board's *Procedural Rules*, the Commission's final order must impose a sanction if the Commission finds a violation that warrants a sanction. The Commission has discretion to order a sanction among those applicable sanctions set forth in Article 11.1.

CFP Board issued its non-binding *Sanction Guidelines* to serve as guidance for determining appropriate sanctions. The Commission has considered the following categories of conduct (and recommended sanction and policy notes) from the *Sanction Guidelines*:

Conduct 5: Breach of Fiduciary Duty (Suspension for at least one year and one day)<sup>6</sup>

Conduct 30: Securities Law Violation (Public Censure)

Conduct 31: Suitability Violation (Suspension for one year)

Conduct 33: Professional Discipline involving a Suspension for more than one calendar month (30 days) and less than three calendar months (90 days)  
(Suspension for at least an equal length, up to one year)

Conduct 34: Professional Discipline involving a Suspension for more than three calendar months (90 days) (Suspension for at least one year and one day)

The Commission finds the following factors to be aggravating here:

1. Respondent was grossly negligent, if not reckless, in failing to review clear risk disclosures before signing the subscription agreement for his client's investment.
2. Respondent caused financial harm to customers.<sup>7</sup>
3. Respondent appeared not to take responsibility for the full extent of his misconduct, including his role in making an unsuitable recommendation knowing his client's financial profile.

---

<sup>6</sup> CFP Board's *Sanction Guidelines* (as revised, effective **June 30, 2020**) is available at <https://www.cfp.net/-/media/files/cfp-board/standards-and-ethics/enforcement/2020/cfpboard-sanction-guidelines-2020-06.pdf>. (Last accessed August 14, 2026.)

The Commission also considered the prior version of CFP Board's *Sanction Guidelines* (effective **August 27, 2012**), available at [https://www.cfp.net/-/media/files/cfp-board/standards-and-ethics/enforcement/cfpboard\\_sanction\\_guidelines\\_2012-07-reference.pdf](https://www.cfp.net/-/media/files/cfp-board/standards-and-ethics/enforcement/cfpboard_sanction_guidelines_2012-07-reference.pdf). (Last accessed August 14, 2026.)

<sup>7</sup> At least \$50,000 to one client, according to the AWC, and allegedly \$300,000 combined, at least, according to the claimants' arbitration statement of claim. That the arbitration matter settled for \$75,000 is only minimally mitigating as approximately one third of that amount, at least, would have been applied to the claimants' attorneys' fees and costs of litigation.

IN RE KYLE CHAPMAN  
CFP Board Case No. 2023-64528  
August 17, 2026

4. Respondent appeared remorseful only for onboarding the customer and sending the unvetted risk reports—not for failing to properly advise his customer or for the harm that he caused.
5. Respondent said that he solicited and sold GWG L Bonds to at least 10 more of his existing customers.

The Commission finds the following factors to be mitigating here:

1. Respondent did not act intentionally when he engaged in the misconduct.
2. Respondent has no other history of discipline or customer complaints.

The Commission consulted various Case Histories<sup>8</sup> for persuasive, non-binding precedent. Enforcement Counsel suggested Case Histories that support a range of sanctions, including ACH 30850 (2018) and ACH 29656 (2016) that both support a suspension for at least one year and one day, while Respondent argued ACH 41731 (2021) and CH 45294 (2024) support a lesser sanction. However, the Commission notes that sanction in ACH 41731 was based on a settlement with CFP Board and neither of the CFP® professionals in ACH 41731 or CH 45294 were suspended by a regulator for any length of time, whereas FINRA suspended Respondent for three months here. Therefore, neither of Respondent's cases were persuasive to depart downwards from the recommended baseline sanction of a suspension for at least one year and one day.

Given the *Sanction Guidelines*'s recommended baseline sanction of a one year and one day suspension, the greater weight of aggravating over mitigating factors, and for the reasons above, the Commission imposes on Respondent a **Suspension of One Year and One Day**.<sup>9</sup>

SO ORDERED

Disciplinary and Ethics Commission  
CFP Board  
Date: August 17, 2026

---

<sup>8</sup> Case Histories (referred to as "ACHs" or "CHs") are available on CFP Board's website at <https://www.cfp.net/ethics/enforcement/case-history>.

<sup>9</sup> CFP Board publishes this Order in accordance with Article 17.7 of the *Procedural Rules*. The DEC Book and any other exhibits will not be published.