

ORDER SUMMARY
Consumer Services Division Case Number C-21-3176

Consent Orders resolve investigations. In these, companies and individuals work with us to agree to terms that resolve the alleged issues in the investigation.

Names	Vacarros Lending, LLC ZHOMES, LLC My-Kim Thi Bui, NMLS #97166
Order Number	C-21-3176-23-CO01
Date issued	August 16, 2023

What does this Consent Order require?

- Must pay a fine of \$150,000. *\$130,000 of fine is stayed (doesn't have to be paid) until August 16, 2030, as long as Respondents comply with the order. The fine goes away on that date if Respondents have complied.*
- Must pay restitution of \$27,474.01 to two members of the public.
- My-Kim Thi Bui is permanently prohibited from participating in the mortgage broker or consumer loan industry in Washington.
- Respondents agree to never apply to DFI for any license.
- Respondents must cease and desist from violating the Consumer Loan Act.
- Respondents My-Kim Thi Bui and Vacarros Lending, LLC must transfer servicing of a member of the public's loan to a company that is licensed or exempt from licensure under the Consumer Loan Act.

Need more information?

You can contact the Consumer Services Division, Enforcement unit at (360) 902-9703 or cseforcecomplaints@dfi.wa.gov. Please remember that we cannot provide financial or legal advice to members of the public. We also cannot release confidential information.

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

IN THE MATTER OF DETERMINING:
Whether there has been a violation of the
Consumer Loan Act of Washington by:

No.: C-21-3176-23-CO01

CONSENT ORDER

Vacarros Lending, LLC,
ZHOMES, LLC, and
My-Kim Thi Bui, NMLS No. 97166,

Respondents.

COMES NOW the Director of the Department of Financial Institutions (Director), through his designee Lucinda Fazio, Division of Consumer Services Director, and Vacarros Lending, LLC (Respondent Vacarros), ZHOMES, LLC (Respondent ZHOMES), and My-Kim Thi Bui (Respondent Bui), sole owner and member of Respondent Vacarros and Respondent ZHOMES, and finding that the issues raised in the above-captioned matter may be economically and efficiently settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to chapter 31.04 of the Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based on the following:

AGREEMENT AND ORDER

The Department of Financial Institutions, Division of Consumer Services (Department) and Respondents have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-21-3176-22-SC01 (Statement of Charges), entered June 17, 2022 (copy attached hereto). Pursuant to chapter 31.04 RCW, the Consumer Loan Act (Act), and RCW 34.05.060 of the Administrative Procedure Act, Respondents hereby agree to the Department's entry of this Consent Order and further agree that the issues raised in the above-captioned matter may be economically and efficiently settled by entry of this Consent Order. The parties intend this Consent Order to fully

1 resolve the Statement of Charges. Respondents agree not to contest the Statement of Charges in
2 consideration of the terms of this Consent Order.

3 Based upon the foregoing:

4 **A. Jurisdiction.** It is AGREED that the Department has jurisdiction over the subject matter
5 of the activities discussed herein.

6 **B. Waiver of Hearing.** It is AGREED that Respondents have been informed of the right to a
7 hearing before an administrative law judge, and hereby waive their right to a hearing and any and all
8 administrative and judicial review of the issues raised in this matter, or of the resolution reached
9 herein. Accordingly, Respondents, by their signatures below, withdraw their appeal to the Office of
10 Administrative Hearings.

11 **C. No Admission of Liability.** The parties intend this Consent Order to fully resolve the
12 Statement of Charges and agree that Respondents neither admit nor deny any wrongdoing by the
13 entry of this Consent Order.

14 **D. Cease and Desist.** It is AGREED that Respondents My-Kim Thi Bui, Vacarros Lending,
15 LLC, and ZHOMES, LLC, cease and desist from engaging in all conduct in violation of the Act,
16 including:

- 17 1. Engaging in residential mortgage loan origination and servicing;
- 18 2. collecting, or attempting to collect, or both, any and all interest and fees in excess of
19 the maximum interest and fees allowed by Washington state law on any and all
20 residential mortgage loans secured by property located in Washington;
- 21 3. collecting or attempting to collect, or recover in any manner, any amount greater than
22 \$22,725.87 on Note A identified in the attached appendix as of October 28, 2022, less
23 any additional payments made by Borrower A since then.

24 **E. Affirmative Action.** Respondents My-Kim Thi Bui and Vacarros Lending, LLC, take the
following affirmative action within 60 days of entry of this Consent Order: transfer the servicing of

1 Borrower A's loan (identified in the attached appendix) to a company that is licensed by the
2 Department, or exempt from licensure under the Act.

3 **F. Prohibition from Industry.** It is AGREED that from the date of entry of this Consent
4 Order, Respondent Bui is permanently prohibited from participating, in any capacity, in the conduct
5 of the affairs of any mortgage broker or consumer loan company licensed by the Department or
6 subject to licensure or regulation by the Department.

7 **G. Application for License.** It is AGREED that from the date of entry of this Consent
8 Order, Respondents agree in perpetuity to never apply to the Department for any license under any
9 name.

10 **H. Fine (Partially Stayed).** It is AGREED that Respondents shall pay a fine to the
11 Department in the amount of \$150,000, with \$20,000 paid (Paid Fine) and \$130,000 stayed (Stayed
12 Fine). The Stayed Fine shall be stayed for a period of seven (7) years from the date of entry of this
13 Consent Order contingent on Respondent's compliance with the Act and related rules, and this
14 Consent Order, unless lifted pursuant to Paragraph L. Absent any action by the Department to lift the
15 Stayed Fine pursuant to Paragraph L, Respondents' obligation to pay the Stayed Fine shall expire
16 seven (7) years from the date of entry of this Consent Order without further action or notice by the
17 Department.

18 **I. Payment to the Department.** It is AGREED that Respondents shall jointly and severally
19 pay the Paid Fine to the Department no later than September 30, 2023, in the form of a cashier's
20 check made payable to the "Washington State Treasurer."

21 **J. Restitution.** It is AGREED that Respondent Bui and Respondent ZHOMES, LLC shall
22 jointly and severally pay restitution in the amount of \$27,474.01 to Borrowers B and C identified in
23 the attached Appendix A no later than September 30, 2023, in the form of a cashier's check.

1 **K. Confession of Judgment for Fine and Restitution.** It is AGREED that Respondents
2 have entered into a Confession of Judgment for the Paid Fine in the amount of \$20,000 owed to the
3 Department pursuant to Paragraph H no later than September 30, 2023, and for the Restitution in the
4 amount of \$27,474.01 owed to Borrowers B and C no later than September 30, 2023, pursuant to
5 Paragraph J. A copy of this Confession of Judgment is attached and incorporated into this Consent
6 Order by this reference. It is further AGREED that the Confession of Judgment shall only be entered
7 against Respondents in the event that Respondents fail to make the payments required by this
8 Consent Order on or before September 30, 2023. Consistent with RCW 4.60, the Department may
9 seek entry of the judgment after September 30, 2023, if the Paid Fine owed to the Department has not
10 been paid. Respondents shall, upon the Department's request, fully and promptly cooperate with the
11 Department in its efforts to get the judgment entered by the superior court.

12 **L. Lifting of Stay and Imposition of Stayed Sanctions.** It is AGREED that:

- 13 1. If during the stay, the Department determines that Respondents have not complied
14 with the Act, related rules, or this Consent Order, and the Department seeks to lift the
15 stay and impose the Stayed Fine, the Department will first serve Respondents with a
16 written notice of alleged noncompliance.
- 17 2. The notice will include:
- 18 a. A description of the alleged noncompliance;
- 19 b. A statement that the Department seeks to lift the stay and impose the Stayed
20 Fine;
- 21 c. Notice that Respondents can contest the Department's determination of
22 noncompliance in an adjudicative hearing before an Administrative Law
23 Judge (ALJ) of the Office of Administrative Hearings (OAH); and
- 24 d. Notice that the notification and adjudicative hearing process provided in this
Paragraph applies only to this Consent Order solely in the event any
Respondent chooses to contest the Department's determination of
noncompliance.

1 3. Any Respondent who wishes to contest the Department's determination of
2 noncompliance will have twenty (20) days from the date of receipt of the
3 Department's notice to submit a written request to the Department for an
4 adjudicative hearing.

5 4. The scope and issues of the adjudicative hearing are limited solely to whether or not
6 Respondents are in violation of the terms of this Consent Order.

7 5. At the conclusion of the hearing, the ALJ will issue an initial decision. Either party
8 may file a Petition for Review of that initial decision with the Director of the
9 Department.

10 6. **DEFAULT:** If any Respondent does not timely request an adjudicative hearing, the
11 Department will impose the Stayed Fine without further notice.

12 **M. Rights of Non-Parties.** It is AGREED that the Department does not represent or have the
13 consent of any person or entity not a party to this Consent Order to take any action concerning their
14 personal legal rights. It is further AGREED that for any person or entity not a party to this Consent
15 Order, this Consent Order does not limit any private rights or remedies against Respondents, or limit
16 liability of Respondents to such claims.

17 **N. Authority to Execute Order.** It is AGREED that the undersigned have represented and
18 warranted that they have the full power and right to execute this Consent Order on behalf of the
19 parties represented.

20 **O. Non-Compliance with Order.** It is AGREED that Respondents understand that failure to
21 abide by the terms and conditions of this Consent Order may result in further legal action by the
22 Director. In the event of such legal action, Respondents may be responsible to reimburse the Director
23 for the cost incurred in pursuing such action, including but not limited to, attorney fees.

24 **P. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into this
Consent Order, which is effective when signed by the Director's designee.

1 **Q. Completely Read, Understood, and Agreed.** It is AGREED that Respondents have read
2 this Consent Order in its entirety and fully understand and agree to all of the same.

3 **R. Counterparts.** This Consent Order may be executed in any number of counterparts,
4 including by facsimile or e-mail of a .pdf or similar file, each of which shall be deemed to be an
5 original, but all of which, taken together, shall constitute one and the same Consent Order.

6 **RESPONDENTS:**

7 Vacaros Lending, LLC

8 By:

9 [REDACTED]
10 My-Kim Thi Bui
11 Owner and Sole Member

Date

8/15/2023

12 ZHOMES, LLC

13 By:

14 [REDACTED]
15 My-Kim Thi Bui
16 Owner and Sole Member

Date

8/15/2023

17 [REDACTED]
18 My-Kim Thi Bui
19 Individually

Date

8/15/2023

20 Approved for Entry:

21 [REDACTED]
22 Eric Hultman, WSBA No. 17414
23 Attorney at Law **
24 Hultman Law Office
Attorney for Respondents

Date

8/15/23

DO NOT WRITE BELOW THIS LINE


CONSENT ORDER
C-21-3176-23-CO01
VACARROS LENDING, LLC et al.

6

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703

THIS ORDER ENTERED THIS 16th DAY OF August, 2023.






Lucinda Fazio, Director
Division of Consumer Services
Department of Financial Institutions

Presented by:



KENDALL FREED
Financial Legal Examiner

Approved by:



JACK McCLELLAN
Enforcement Chief

Appendix A

Borrower & Related Note	Name	Property Address
Borrower A Note A means the Promissory Note dated on or about November 16, 2017, where [REDACTED] [REDACTED] promised to pay Respondent Vacarros \$58,000 with interest	[REDACTED]	[REDACTED]
Borrowers B and C	[REDACTED]	[REDACTED]

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6 **THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **IN AND FOR THE COUNTY OF KING**

8 WASHINGTON STATE DEPARTMENT
9 OF FINANCIAL INSTITUTIONS,

10 Plaintiffs,

11 v.

12 VACARROS LENDING, LLC, ZHOMES,
13 LLC, AND MY-KIM THI BUI,

14 Defendants.

NO:

CONFESSION OF JUDGMENT

(Clerk's Action Required)

15 **Judgment Summary**

16 Judgment Creditor:

State of Washington
Department of Financial Institutions

17 Attorneys for Department of
18 Financial Institutions:

Robert W. Ferguson, Washington Attorney General
Stephen Manning, Assistant Attorney General
Julia Eisentrout, Assistant Attorney General

19 Judgment Debtors:

Vacarros Lending, LLC, ZHOMES, LLC,
and My-Kim Thi Bui (Jointly and Severally)

20 Principal Judgment Amount:

\$20,000 (Fine owed to the DFI)

21 Total Judgment Amount:

\$20,000

22 Post-Judgment Interest (per annum): 12%

23 Pursuant to Chapter 4.60 of the Revised Code of Washington, Judgment by Confession,

24 Defendants Vacarros Lending, LLC, ZHOMES, LLC and My-Kim Thi Bui hereby authorizes
25 entry of a judgment under the following terms:

26 ///

///

Factual Basis for Judgment

The State of Washington Department of Financial Institutions, Vacarros Lending, LLC, ZHOMES, LLC and My-Kim Thi Bui have agreed upon a basis for resolution of the matters alleged in the Statement of Charges No. C-21-3176-22-SC01 (Statement of Charges), entered June 17, 2022. Vacarros Lending, LLC, ZHOMES, LLC and My-Kim Thi Bui have agreed to enter into a Confession of Judgment, pursuant to chapter 4.60 RCW, in the amount of \$20,000 for payment of a fine at an interest rate of twelve percent (per annum), of which they shall be jointly and severally liable, which shall be paid to the State of Washington Department of Financial Institutions.

Authorization for Entry of Judgment

I, My-Kim Thi Bui, being duly sworn upon oath, acknowledge the debt of \$20,000 to the State of Washington Department of Financial Institutions. I authorize entry of judgment against me for the amount set forth in the judgment summary above and at an interest rate set forth in the judgment summary above.

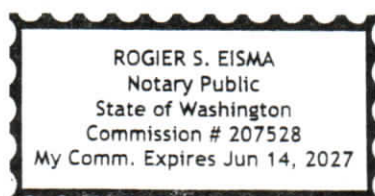
As the authorized representative of Vacarros Lending, LLC and ZHOMES, LLC, I also acknowledge this same joint and several debt of \$20,000 to the State of Washington Department of Financial Institutions on behalf of Vacarros Lending, LLC and ZHOMES, LLC. I authorize entry of judgment against Vacarros Lending, LLC and ZHOMES, LLC, for the amount set forth in the judgment summary above.

DATED this 16 day of August, 2023.

[Redacted Signature]
My-Kim Thi Bui, Individually

[Redacted Signature]
My-Kim Thi Bui, Managing Member & Owner,
Vacarros Lending, LLC & ZHOMES, LLC

SUBSCRIBED AND SWORN TO before me in Kirkland, WA this 16th day of August, 2023.



[Redacted Signature]
Notary Public in and for the State of WA
Residing at King County, WA
My Commission expires: 6/14/27

Order for Entry

The above Confession of Judgment having been presented to this Court for entry in accordance with RCW 4.60.070, the Court having found said Confession of Judgment to be sufficient, now, therefore, it is hereby

ORDERED that the Clerk of this Court shall forthwith enter Judgment against Vacarros Lending, LLC, ZHOMES, LLC and My-Kim Thi Bui in accordance with the terms of the Confession of Judgment set forth above.

DONE IN OPEN COURT this ____ day of _____, 2023.

JUDGE/COURT COMMISSIONER

Presented by:

ROBERT W. FERGUSON
Attorney General

STEPHEN MANNING, WSBA #36965
JULIA EISENTROUT, WSBA #42007
Assistant Attorneys General
Attorneys for State of Washington
Department of Financial Institutions

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6 **THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **IN AND FOR THE COUNTY OF KING**

8 [REDACTED]
9 Plaintiffs,
10 v.
11 VACARROS LENDING, LLC, ZHOMES,
12 LLC, AND MY-KIM THI BUI,
Defendants.

NO:
CONFESSION OF JUDGMENT
(Clerk's Action Required)

13 **Judgment Summary**

14 Judgment Creditor:

[REDACTED]

15 Judgment Debtors:

ZHOMES, LLC
My-Kim Thi Bui (Jointly and Severally)

17 Principal Judgment Amount:

\$27,474.01 (restitution owed to the [REDACTED])

18 Total Judgment Amount:

\$27,474.01

19 Post-Judgment Interest (per annum): 12%

20 Pursuant to Chapter 4.60 of the Revised Code of Washington, Judgment by Confession,
21 Defendants ZHOMES, LLC and My-Kim Thi Bui hereby authorizes entry of a judgment under
22 the following terms:

23 ///

24 ///

25 **Factual Basis for Judgment**
26

1 ZHOMES, LLC and My-Kim Thi Bui have agreed upon a basis for resolution of the
2 matters alleged in the Department of Financial Institutions Statement of Charges No. C-21-3176-
3 22-SC01 (Statement of Charges), entered June 17, 2022. ZHOMES, LLC and My-Kim Thi Bui
4 have agreed to enter into a Confession of Judgment, pursuant to chapter 4.60 RCW, in the amount
5 of \$27,474.01 for payment of restitution at an interest rate of twelve percent (per annum), of
6 which they shall be jointly and severally liable, which shall be paid to the [REDACTED]
7 in the event that such payment has not been received by the [REDACTED] by September 30, 2023.

8 **Authorization for Entry of Judgment**

9 I, My-Kim Thi Bui, being duly sworn upon oath, acknowledge the debt of \$27,474.01 to
10 [REDACTED] I authorize entry of judgment against me for the amount set forth in the
11 judgment summary above and at an interest rate set forth in the judgment summary above should
12 I fail to pay the [REDACTED] by September 30, 2023.

13 As the authorized representative of ZHOMES, LLC, I also acknowledge this same joint
14 and several debt of \$27,474.01 to [REDACTED] on behalf of ZHOMES, LLC. I
15 authorize entry of judgment against ZHOMES, LLC, for the amount set forth in the judgment
16 summary above should ZHOMES fail to pay the [REDACTED] by September 30, 2023.

17 DATED this 16 day of Aug, 2023. [REDACTED]

18 My-Kim Thi Bui, Individually

19 [REDACTED]
20 My-Kim Thi Bui, Managing Member & Owner,
Vacaros Lending, LLC & ZHOMES, LLC

21 SUBSCRIBED AND SWORN TO before me in Kirkland, WA this 16th day of August, 2023.

22 [REDACTED]
23 Notary Public in and for the State of WA
24 Residing at King County, WA
25 My Commission expires: 06/14/27
26

ROGIER S. EISMA
Notary Public
State of Washington
Commission # 207528
My Comm. Expires Jun 14, 2027

Order for Entry

The above Confession of Judgment having been presented to this Court for entry in accordance with RCW 4.60.070, the Court having found said Confession of Judgment to be sufficient, now, therefore, it is hereby

ORDERED that the Clerk of this Court shall forthwith enter Judgment against ZHOMES, LLC and My-Kim Thi Bui in accordance with the terms of the Confession of Judgment set forth above.

DONE IN OPEN COURT this ____ day of _____, 2023.

JUDGE/COURT COMMISSIONER

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Consumer Loan Act of Washington by:

Vacarros Lending, LLC,
ZHOMES, LLC, and
My-Kim Thi Bui, NMLS No. 97166,

Respondents.

No. C-21-3176-22-SC01

STATEMENT OF CHARGES and
NOTICE OF INTENT TO ENTER AN
ORDER TO CEASE AND DESIST,
PROHIBIT FROM INDUSTRY, ORDER
AFFIRMATIVE ACTION, IMPOSE FINE,
ORDER REFUND or RESTITUTION,
COLLECT INVESTIGATION FEE, and
RECOVER COSTS AND EXPENSES

INTRODUCTION

Pursuant to RCW 31.04.093 and RCW 31.04.165, the Director of the Department of Financial Institutions of the State of Washington (Director) is responsible for the administration of chapter 31.04 RCW, the Consumer Loan Act (Act). After having conducted an investigation pursuant to RCW 31.04.145, and based upon the facts available as of the date of this Statement of Charges, the Director, through his designee, Division of Consumer Services Director Lucinda Fazio, institutes this proceeding and finds as follows:

I. FACTUAL ALLEGATIONS

1.1 Respondents.

A. Respondent Vacarros Lending, LLC (Respondent Vacarros), is a Nevada Limited Liability Company that is registered with the Washington Secretary of State as a foreign limited liability company. Respondent Vacarros has never obtained a license in accordance with the Act from the Department of Financial Institutions of the State of Washington (Department) to make residential mortgage loans.

1 B. Respondent ZHOMES, LLC (Respondent ZHOMES), is a Washington Limited
2 Liability Company. Respondent ZHOMES has never obtained a license in accordance with the Act
3 from the Department to make residential mortgage loans.

4 C. Respondent My-Kim Thi Bui, a/k/a Kim Bui (Respondent Bui), is the sole owner and
5 member of Respondent Vacarros and Respondent ZHOMES. Respondent Bui previously held a loan
6 originator license issued by the Department that was surrendered effective October 31, 2019. At all
7 times relevant to the factual allegations that follow, it is believed that Respondent Bui resided in
8 Washington. As of the date of this Statement of Charges, the Department believes Respondent Bui
9 now resides in Hawaii.

10 **1.2 Prior Enforcement Action.** On or about March 6, 2019, the Department issued a Statement
11 of Charges against Respondent Bui and another entity owned by her, Seattle Sound Mortgage, LLC
12 (2019 Statement of Charges). On or about October 31, 2019, Consent Order No. C-18-2531-CO01
13 (2019 Consent Order) was entered by the Department to resolve the 2019 Statement of Charges.
14 Under the terms of the 2019 Consent Order, Respondent Bui surrendered her loan originator license
15 and was prohibited for a period of 4 years from the date of entry of the Consent Order from
16 participating, in any capacity, in the conduct of the affairs of any mortgage broker or consumer loan
17 company licensed by the Department or subject to licensure or regulation by the Department. On or
18 about January 13, 2020, the Department entered Agreed Order Modifying Consent Order No. C-18-
19 2531-20-AG01 that made one minor modification to Paragraph I of the 2019 Consent Order related to
20 updating NMLS disclosures and left all other terms in effect.

21 **1.3 Failure to Comply with Order issued by the Director.** Following the 2019 Consent Order,
22 Respondent Bui participated in the conduct of the affairs of a consumer loan company subject to
23 licensure or regulation by the Department, more fully described in paragraph 1.4 below. As such,
24 Respondent Bui failed to comply with an order issued by the Director.

1 **1.4 Unlicensed Residential Mortgage Loan Origination and Servicing.** Respondent Bui
2 offered and negotiated the terms of at least two residential mortgage loans to at least two borrowers
3 secured by real property located in the state of Washington.

4 A. **Borrower A.** Borrower A owns and lives in real property located in Washington.

5 Borrower A is identified in Appendix A, incorporated herein by reference. On or
6 about July 21, 2017, a Notice of Trustee's Sale was recorded providing notice that
7 Borrower A's home would be sold on November 27, 2017. Subsequently, Respondent
8 Bui offered and negotiated the terms of a residential mortgage loan to Borrower A.

9 B. On or about November 16, 2017, Borrower A signed a Promissory Note (Note A)
10 promising to pay Respondent Vacarros \$58,000 with interest of 12 percent per annum
11 from January 1, 2018. Borrower A agreed to make interest only payments on the
12 outstanding principal balance in monthly installments beginning on January 1, 2018.
13 Note A contained a balloon payment at maturity and was due in full on June 30, 2018.
14 Note A provided that after maturity, or failure to make any payment, any unpaid
15 principal shall accrue interest at the rate of 21 percent, or the maximum rate allowed
16 by law, whichever is less.

17 C. Note A was secured by a Deed of Trust executed on or about November 16, 2017,
18 against Borrower A's primary residence. Respondent Bui and Respondent Vacarros
19 knew the loan was for personal, family, or household use, and knew that it was
20 secured by a deed of trust against Borrower A's primary residence.

21 D. At the closing of Note A, Borrower A's current mortgage that was the subject of the
22 pending foreclosure sale was paid off in the amount of \$39,731.62. Respondent
23 Vacarros charged Borrower A \$16,335 in non-third party fees in connection with the
24

1 origination of Borrower A's residential mortgage loan that were added to the principal
2 balance of the loan amount in Note A.

3 E. Between at least November 16, 2017, and April 6, 2021, Respondent Bui and

4 Respondent Vacarros collected and/or received payments on Note A due to
5 Respondent Vacarros. Respondent Bui and Respondent Vacarros also attempted to
6 collect additional fees for servicing Note A and threatened to pursue foreclosure if
7 Note A was not paid in full.

8 F. Borrower A contacted Respondent Bui at least as early as February 16, 2021, and
9 requested a payoff statement. On or about April 6, 2021, Respondent Bui provided a
10 payoff demand stating \$110,396.89 was due on the loan. Respondent Vacarros
11 demanded payment based on the default interest rate in Note A of 21% that is well
12 above the 12% maximum interest rate allowed under RCW 19.52, the State of
13 Washington's usury statute. Respondent Vacarros payoff demand credited Borrower
14 A for making 32 payments of \$580 on the loan. Borrower A had actually made 40
15 payments of \$580. Respondent Vacarros failed to apply all payments. Borrower A
16 disputed the payoff amount. As of the date of this Statement of Charges, Note A has
17 not been paid off and continues to be secured by a Deed of Trust.

18 G. **Borrowers B & C.** Borrowers B and C own and live in real property located in
19 Washington. Borrowers B and C are identified in Appendix A, incorporated herein by
20 reference. On or about August 8, 2018, a Notice of Trustee's Sale was recorded
21 providing notice that Borrowers B and C's home would be sold on December 14,
22 2018. Subsequently, Respondent Bui offered and negotiated the terms of a residential
23 mortgage loan to Borrowers B and C.

1 H. On or about October 19, 2018, Borrowers B & C signed a Promissory Note (Note B)
2 promising to pay Respondent ZHOMES \$32,938.42 with interest of 12 percent per
3 annum from October 26, 2018. Borrowers B and C agreed to make interest only
4 payments of \$330 on the outstanding principal balance in monthly installments
5 beginning on December 1, 2018. Note B contained a balloon payment at maturity and
6 was due in full on December 30, 2019. Note B provided that after maturity, or failure
7 to make any payment, any unpaid principal shall accrue interest at the rate of 18
8 percent, or the maximum rate allowed by law, whichever is less. The default interest
9 rate of Note B was above the 12% maximum interest rate allowed under RCW 19.52.

10 I. Note B was secured by a Deed of Trust executed on or about October 19, 2018,
11 against Borrowers B and C's primary residence. Respondent Bui and Respondent
12 ZHOMES knew the loan to Borrowers B and C was for personal, family, or household
13 use and knew that it was secured by a deed of trust against Borrowers B and C's
14 primary residence.

15 J. At the closing of Note B, Borrowers B and C's current mortgage that was the subject
16 of the pending foreclosure sale was reinstated in the amount of \$17,086.84.

17 K. Respondent ZHOMES charged Borrowers B and C \$15,000 in non-third party fees in
18 connection with the origination of Borrowers B and C's residential mortgage loan that
19 were added to the principal balance of the loan. Borrowers B and C paid off Note B
20 on or about May 26, 2020, in the amount of 43,072.06, that included the \$15,000 in
21 non-third party fees that was added to the original principal balance and its accrued
22 interest, and also included the payoff of \$3,150 additional non-third party fees charged
23 by Respondent ZHOMES.

24

L. Between October 19, 2018, and May 26, 2020, Respondent Bui and Respondent ZHOMES collected and/or received payments on Note B due to Respondent ZHOMES. Respondent Bui and Respondent ZHOMES also collected additional fees for servicing Note B.

1.5 Misrepresentations and Omissions. Respondents represented that they were licensed to provide residential mortgage loans and to conduct residential mortgage servicing, or omitted disclosing that they were not licensed to provide those services. Respondent Bui omitted disclosing to Borrowers A, B and C, that she was the owner of the entities that originated the loans. Respondent Bui on at least three occasions made misrepresentations to Borrower A regarding the identity and Respondent Bui's relationship to the entities or investors that originated the loan.

1.6 Additional Unfair or Deceptive Practices. On or about February 15, 2021, and February 16, 2021, Respondent Bui told Borrower A the home on the property was not worth anything and pressured Borrower A to sell the property to her investor. Respondent Bui made Borrower A an offer to purchase the property and suggested Borrower A accept the offer or face foreclosure.

1.7 Additional Unlicensed Mortgage Loan Originator Activity. On at least two occasions on or about March, 26, 2019, and on or about October 3, 2019, Respondent Bui for compensation or gain took a residential mortgage loan application, or offered or negotiated terms of a residential mortgage loan to Borrower A while Respondent Bui's loan originator license with the Department was inactive and she was not authorized to act as a loan originator.

1.8 Failed to Use Prudent Underwriting Standards. Respondents made loans with balloon payments to borrowers A and B & C and failed to determine the borrowers' ability to repay their loans, by, at a minimum, completing an assessment of the borrowers' debt to income ratio as required by the Act. Respondents relied on the assumption that the borrowers would sell their homes or refinance the loans.

1 **1.9 On-Going Investigation.** The Department's investigation into the alleged violations of the
2 Act by Respondents continues to date.

3 **II. GROUNDS FOR ENTRY OF ORDER**

4 **2.1 Requirement to Obtain Consumer Loan Company License.** Based on the Factual
5 Allegations in Section I, Respondents are in apparent violation of RCW 31.04.035(1) for making
6 secured or unsecured loans of money, things in action, or extending credit, or servicing or modifying
7 the terms or conditions of residential mortgage loans, without first obtaining and maintaining a
8 license in accordance with the Act. Pursuant to RCW 31.04.035(2), if a transaction violates RCW
9 31.04.035(1), any and all non-third party fees charged in connection with the origination of the
10 residential mortgage loan must be refunded to the borrower, excluding interest charges.

11 **2.2 Definition of Residential Mortgage Loan.** Pursuant to RCW 31.04.015(24), "residential
12 mortgage loan" means any loan primarily for personal, family, or household use that is secured by a
13 mortgage, deed of trust, or other security interest on a dwelling.

14 **2.3 Requirement to Obtain and have an Active Mortgage Loan Originator License.** Based
15 on the Factual Allegations in Section I, Respondent Bui is in apparent violation of RCW 31.04.221
16 for engaging in the business of a mortgage loan originator without first obtaining and maintaining
17 annually a license under the Act.

18 **2.4 Definition of Mortgage Loan Originator.** Pursuant to RCW 31.04.015(18)(a), "Mortgage
19 loan originator" means an individual who for compensation or gain (i) takes a residential mortgage
20 loan application, or (ii) offers or negotiates terms of a residential mortgage loan.

21 **2.5 Definition of Borrower.** Pursuant to RCW 31.04.015(4), "Borrower" means any person who
22 consults with or retains a licensee or person subject to this chapter in an effort to obtain or seek
23 information about obtaining a loan, regardless of whether that person actually obtains such a loan.

1 **2.6 Requirement to Comply with Washington State Usury Act.** Pursuant to RCW
2 19.52.020(1), any rate of interest shall be legal so long as the rate of interest does not exceed the
3 higher of (a) twelve percent per annum; or (b) four percentage points above the equivalent coupon
4 issue yield (as published by the Board of Governors of the Federal Reserve System) of the average
5 bill rate for twenty-six week treasury bills as determined at the first bill market auction conducted
6 during the calendar month immediately preceding the later of (i) the establishment of the interest rate
7 by written agreement of the parties to the contract, or (ii) any adjustment in the interest rate in the
8 case of a written agreement permitting an adjustment in the interest rate. Pursuant to RCW
9 19.52.025, each month the state treasurer shall compute the highest rate of interest permissible under
10 RCW 19.52.020(1) and shall file these rates with the state code reviser for publication in the
11 Washington State Register. For at least the period relevant to all Factual Allegations in Section I, the
12 maximum rate of interest permissible under RCW 19.52.020(1) has been 12% per annum.

13 **2.7 Washington State Usury Act-Application of Consumer Protection Act.** Pursuant to RCW
14 19.52.036, entering into or transacting a usurious contract is declared to be an unfair act or practice in
15 the conduct of commerce for the purposes of the application of the Consumer Protection Act found in
16 chapter 19.86 RCW.

17 **2.8 Prohibited Acts.** Based on the Based on the Factual Allegations in Section I, Respondents
18 are in apparent violation of RCW 31.04.0271(b) for directly or indirectly engaging in any unfair or
19 deceptive practice toward any person, RCW 31.04.027(1)(c) for directly or indirectly obtaining
20 property by fraud or misrepresentation, and RCW 31.04.027(1)(m) for violating any applicable state
21 or federal law relating to the activities governed by the Act.

22 **2.9 Consumer Loan Act-Application of Consumer Protection Act.** Pursuant to RCW
23 31.04.208, the legislature finds that the practices governed by the Act are matters vitally affecting the
24 public interest for the purpose of applying the Consumer Protection Act, chapter 19.86 RCW. Any

violation of the Act is not reasonable in relation to the development and preservation of business and is an unfair and deceptive act or practice and an unfair method of competition in the conduct of trade or commerce in violation of RCW 19.86.020.

2.10 Requirement to Promptly Credit Payments Received. Based on the Factual Allegations in Section I, Respondent Bui and Respondent Vacarros are in apparent violation of RCW 31.04.027(1)(b) for directly or indirectly engaging in any unfair or deceptive practice toward any person, and RCW 31.04.290(1)(e) and WAC 208-620-900(3)(a), for failing to promptly credit all payments received and for failing to promptly correct any errors resulting from the servicer's error.

2.11 Failure to Ensure Underwriting Standards Consistent with Prudent Lending Practices. Based on the Factual Allegations in Section I, Respondents are in apparent violation of RCW 31.04.027(1)(b) for directly or indirectly engaging in any unfair or deceptive practice toward any person, and WAC 208-620-506 for failing to ensure underwriting standards are consistent with prudent lending practices by failing to conduct an analysis of borrowers' ability to repay.

III. AUTHORITY TO IMPOSE SANCTIONS

3.1 Authority to Issue an Order to Cease and Desist. Pursuant to RCW 31.04.093(5)(a), the Director may issue orders directing a licensee, its employee, loan originator, or other person subject to the Act to cease and desist from conducting business in a manner that is injurious to the public or violates any provision of the Act.

3.2 Authority to Prohibit from the Industry. Pursuant to RCW 31.04.093(6), the Director may issue an order prohibiting from participation in the affairs of any licensee, any officer, principal, employee, mortgage loan originator, or any other person subject to the Act for a violation of RCW 31.04.027, or RCW 31.04.221, or for failure to obtain a license for activity that requires a license.

1 **3.3 Authority to Order Affirmative Action.** Pursuant to RCW 31.04.093(5)(b), the Director
2 may issue an order directing a licensee, its employee, loan originator, or other person subject to the
3 Act to take such affirmative action as is necessary to comply with the Act.

4 **3.4 Authority to Impose Fine.** Pursuant to RCW 31.04.093(4), the Director may impose fines of
5 up to one hundred dollars per day, per violation, upon the licensee, its employee or loan originator, or
6 any other person subject to the Act for any violation of the Act or failure to comply with any order or
7 subpoena issued by the Director under the Act.

8 **3.5 Authority to Order Refund or Restitution.** Pursuant to RCW 31.04.093(5)(c) and (d), the
9 Director may issue an order directing a licensee, its employee or loan originator, or any other person
10 subject to the Act to make a refund or restitution to a borrower or other person who is damaged as a
11 result of a violation of the Act, or to refund all fees received through any violation of the Act.

12 **3.6 Authority to Charge Investigation Fee.** Pursuant to RCW 31.04.145(3) and WAC 208-620-
13 610(7), every licensee or person subject to the Act investigated by the Director or the Director's
14 designee shall pay for the cost of the investigation, calculated at the rate of \$69.01 per staff hour
15 devoted to the investigation.

16 **3.7 Authority to Recover Costs and Expenses.** Pursuant to RCW 31.04.205(2), the Director
17 may recover the state's costs and expenses for prosecuting violations of the Act.

18 **IV. NOTICE OF INTENT TO ENTER ORDER**

19 Respondents' violations of the provisions of chapter 31.04 RCW and chapter 208-620 WAC,
20 as set forth in the above Factual Allegations, Grounds for Entry of Order, and Authority to Impose
21 Sanctions, constitute a basis for the entry of an Order under RCW 31.04.093, RCW 31.04.165, RCW
22 31.04.202, and RCW 31.04.205. Therefore, it is the Director's intent to ORDER that:

23 **4.1** Respondents My-Kim Thi Bui, Vacarros Lending, LLC, and Zhomes, LLC, cease and
24 desist from engaging in all conduct in violation of the Act, including:

- engaging in residential mortgage loan origination and servicing until such time as they have been issued a license by the Director or qualify for an exemption from licensing;
- collecting, or attempting to collect, or both, any and all interest and fees in excess of the maximum interest and fees allowed by Washington state law on any and all residential mortgage loans secured by property located in Washington;
- collecting or attempting to collect, or recover in any manner, any amount greater than \$33,745.87¹ based on Note A.

4.2 Respondent My-Kim Thi Bui be prohibited from participation in the conduct of the affairs of any consumer loan company licensed by the Department or subject to licensure or regulation by the Department, in any manner, for a period of ten (10) years.

4.3 Respondents My-Kim Thi Bui and Vacarros Lending, LLC, take the following affirmative action: within 60 days of entry of a Final Order in this matter, transfer the servicing of Borrower A's loan to a company that is licensed by the Department, or exempt from licensure under the Act.

4.4 Respondents My-Kim Thi Bui, Vacarros Lending, LLC, and Zhomes, LLC, jointly and severally pay a fine. As of the date of this Statement of Charges, the fine totals \$150,000.

4.5 Respondents My-Kim Thi Bui and Zhomes, LLC, jointly and severally pay restitution or a refund totaling \$27,809.91² to Borrowers B and C identified in Appendix A of this Statement of Charges incorporated by reference.

4.6 Respondents My-Kim Thi Bui, Vacarros Lending, LLC, and Zhomes, LLC, jointly and severally pay an investigation fee. As of the date of this Statement of Charges, the investigation fee totals \$7,691.16.

4.7 Respondent My-Kim Thi Bui; Vacarros Lending LLC; Zhomes LLC; pay the Department's costs and expenses for prosecuting violations of the Act in an amount to be determined at hearing or by declaration with supporting documentation.

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¹ Calculation is based on removing all non-third party fees from the loan per RCW 31.04.035(2)(a), reducing the interest rate to the maximum allowed by law of 12% per annum, re-applying all payments made, including those received by Respondent Vacarros that were previously not applied, and ceasing all interest accrual as April 6, 2021, the date a payoff demand was provided to Borrower A that included amounts in excess of what is allowed by Washington state law.

² Calculation is based on removing all non-third party fees from the loan per RCW 31.04.035(2)(a), reducing the interest rate to the maximum allowed by law of 12% per annum, re-applying all payments made, and then calculating the amount Borrowers B and C overpaid when the loan was paid off.

1 **V. AUTHORITY AND PROCEDURE**

2 This Statement of Charges is entered pursuant to the provisions of RCW 31.04.093, RCW
3 31.04.165, RCW 31.04.202, and RCW 31.04.205, and is subject to the provisions of chapter 34.05
4 RCW (The Administrative Procedure Act). Respondents may make a written request for a hearing as
5 set forth in the NOTICE OF OPPORTUNITY FOR ADJUDICATIVE HEARING AND TO
6 DEFEND accompanying this Statement of Charges.

7 Dated this 17th day of June, 2022.



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Lucinda Fazio, Director
Division of Consumer Services
Department of Financial Institutions

12 Presented by:

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KENDALL FREED
Financial Legal Examiner

16 Approved by:

17
18
19

JACK McCLELLAN
Enforcement Chief