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STATE OF OREGON
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
DIVISION OF FINANCE AND CORPORATE SECURITIES

BEFORE THE DIRECTOR OF THE DEPARTMENT
OF CONSUMER AND BUSINESS SERVICES

In the Matter of:

April Debt Solutions, LLC and April Thuy
Truong,

Respondents.

M-12-0019

Final Order to Cease and Desist and
Final Order Assessing Civil Penalty
Entered by Default

On April 4, 2012, the Director of the Department of Consumer and Business Services for the State of Oregon (“Director”) acting pursuant to the authority contained in Oregon Revised Statutes (“ORS”) 86A.100 *et. seq.* and Oregon Administrative Rules (“OAR”) 441-850-0005 through 441-885-0010 (collectively “Oregon Mortgage Lender Laws and Rules”) and ORS 697.602 through 697.842 and ORAR 441-910-0000 through 441-910-0120 (collectively “Oregon Debt Management Service Providers Laws and Rules”), issued Administrative Order No. M-12-00219 Order to Cease and Desist, Proposed Order Assessing Civil Penalties and Notice of Opportunity for a Hearing (“Notice Order”) against April Debt Solutions, LLC and April Thuy Truong.

On April 5, 2012, April Debt Solutions, LLC and April Thuy Truong were properly served the Notice Order by certified U.S. mail at 14142 SE Stark St., Portland, OR 97233. Respondents have not made a written demand for a contested case hearing in this matter and the time to do so has expired.

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Division of Finance and Corporate Securities
Labor and Industries Building
350 Winter Street NE, Suite 410
Salem, OR 97301-3881
Telephone: (503) 378-4387



1 NOW THEREFORE, after consideration of the file in this matter maintained by the
2 Oregon Department of Consumer and Business Services, the Director hereby issues the
3 following Findings of Fact, Conclusions of Law, and Final Orders.

4 **FINDINGS OF FACT**

5 The Director FINDS that:

6 A. The Parties

7 1. At all times relevant to this matter, consumers HT and SV were Oregon residents and
8 parties to residential mortgage loans secured by real estate located in Oregon.

9 2. Based on a search of the Oregon Secretary of State (“SOS”) corporations division
10 website, April Debt Solutions LLC is a domestic Oregon limited liability company (Registry
11 Nbr. 561633-98), first registered with the SOS on November 24, 2008 and administratively
12 dissolved on October 21, 2011.

13 3. Based on a search of the SOS corporations division website, April Thuy Truong
14 (“Truong”) has continuously been the manager of April Debt Solutions LLC since it was first
15 registered with the SOS.

16 4. Based on a search of the SOS corporations division website, April Solutions is an
17 assumed business name (Registry Nbr. 584348-96), first registered by ADS on March 5, 2009
18 and that became inactive for failure to renew on March 6, 2011.

19 5. At all times relevant to this matter, neither April Debt Solutions LLC nor April
20 Solutions (collectively “ADS”) were licensed with the Department of Consumer and Business
21 Services (“Department”) to conduct business as a mortgage broker in Oregon.

22 6. At all times relevant to this matter, neither April Debt Solutions LLC, April Solutions
23 nor Truong were registered with the Department to provide debt management services in
24 Oregon.

25 7. A website printout made on July 22, 2011 of
26 <http://asolution.abestdirect.com/enlish.html>, lists the website title as April’s Solutions at 14142





1 SE Stark St. Portland, OR 97230, April Thuy Truong as CEO / President, Cell. 503-515-3341,
2 Tel. 503-256-4442, and stated “Welcome to April’s Solutions Website”, “April Truong is here
3 to help you get started now”, Stop mortgage repo!”, “negotiate your term & payment”, “saving
4 thousand of \$\$\$\$”, and “April will help resolve your debt conveniently and easily”.

5 B. HT Loan Modification Agreement

6 8. On or about July 10, 2010, HT entered into an oral contract (“HT Contract”) whereby
7 attempts to negotiate an amendment or change to the terms and conditions of HT’s residential
8 mortgage loan secured by real property located in Oregon were to be made in exchange for a fee
9 of \$1,149, \$500 of which was to be paid in advance prior to any work being performed.

10 9. On or about July 10, 2010, HT made the advance payment (check no. 712, dated July
11 10, 2010, for \$500, and payable to and endorsed by “April Truong”) pursuant to the terms of the
12 HT Contract.

13 10. The check for advance payment from HT to Truong was cashed, but no services
14 were performed for HT pursuant to the HT Contract and the advance fee was not refunded to
15 HT.

16 C. SV Loan Modification Agreement

17 11. On or about May 11, 2010, SV entered into an oral contract with ADS (“SV
18 Contract”) whereby ADS agreed to attempt to negotiate an amendment or change to the terms
19 and conditions of SV’s residential mortgage loan secured by real property located in Oregon in
20 exchange for a fee of \$500, all of which was to be paid in advance of any work to be performed
21 by ADS.

22 12. On or about May 11, 2010, SV made the advance payment (check no. 227, dated
23 May 11, 2010, for \$500, and payable to “April Solutions”) to ADS pursuant to the terms of the
24 SV Contract.

25 13. The check for advance payment from SV to ADS was cashed, but no services were
26 performed for SV pursuant to the SV Contract and the advance fee was not refunded to SV.

1 **CONCLUSIONS OF LAW**

2 The Director CONCLUDES that:

3 1. ADS acted as a “mortgage broker”, as that term is defined in ORS 86A.100(5)(a)(C),
4 when it offered to assist HT and SV in negotiating an amendment or change to the terms and
5 conditions of their residential mortgage loans.

6 2. ADS engaged in “residential mortgage transactions”, as that term is defined in ORS
7 86A.103(2), when it entered into the HT Contract and the SV Contract.

8 3. ADS violated ORS 86A.103(1) when it engaged in residential mortgage transactions
9 in Oregon without first obtaining a mortgage broker’s license from the State of Oregon.

10 4. ADS and Truong violated ORS 697.612(1)(b)(A) when they solicited, through its
11 website, applications from consumers for “debt management services” without first registering as
12 debt management service providers with the Department.

13 5. ADS and Truong performed “debt management services”, as that term is defined
14 in ORS 697.602(2)(c), when they offered to assist HT and/or SV in modifying the terms
15 and conditions of their existing mortgage loans in exchange for a fee.

16 6. ADS and Truong violated ORS 697.612(1)(a) when they performed “debt management
17 services”, as described in paragraph 5 above, without first registering as debt management
18 service providers with the Department.

19 7. ADS violated ORS 697.652(1) when it performed “debt management services” for
20 HT and SV by accepting payment from HT and SV without entering into a written agreement
21 that meets the requirements of ORS 697(1)(a)-(k).

22 8. ADS violated ORS 697.652(2) when it entered into the HT Contract and the SV
23 Contracts and accepted advance payment on same without first providing HT and SV a budget
24 analysis that evaluates whether the proposed services are advantageous to HT and SV.

25 9. ADS violated ORS 697.692(1)(a) when it collected an initial fee of greater than \$50
26 from SV.



1 10. Truong violated ORS 697.692(1)(a) when she collected an initial fee of greater than
2 \$50 from HT.

3 **ORDER**

4 NOW, THEREFORE, THE DIRECTOR ISSUES THE FOLLOWING ORDER:

5 A. Cease and Desist Order

6 The Director, pursuant to ORS 86A.127(4) and ORS 697.825(1)(a), hereby ORDERS
7 ADS and April Thuy Truong to CEASE AND DESIST from violating the Oregon Mortgage
8 Lender Laws and Rules and Debt Management Service Providers Laws and Rules.

9 B. Proposed Order Assessing Civil Penalty

10 1. The Director, pursuant to ORS 86A.992 and ORS 697.832, may assess a CIVIL
11 PENALTY of up to \$5,000 for each violation of the Oregon Mortgage Lender Law and Rules
12 and Oregon Debt Management Service Providers Law and Rules. Pursuant to these provisions,
13 the Director hereby ORDERS that:

14 a. ADS pay a \$40,000 CIVIL PENALTY of to the State of Oregon based
15 upon:

- 16 i. \$10,000 for two violations of ORS 86A.103(1) and ORS
17 697.612(1)(a);
- 18 ii. \$5,000 for one violation of ORS 697.612(1)(b)(A);
- 19 iii. \$10,000 for two violations of ORS 697.652(1);
- 20 iv. \$10,000 for two violations of ORS 697.652(2); and
- 21 v. \$5,000 for one violation of ORS 697.692(1).

22 b. Truong pay a \$15,000 CIVIL PENALTY of to the State of Oregon based
23 upon:

- 24 i. \$5,000 for one violation of ORS 697.612(1)(a);
- 25 ii. \$5,000 for one violation of ORS 697.612(1)(b)(A); and
- 26 iii. \$5,000 for one violation of ORS 697.692(1).



