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Commissioner of Financial Protection and Innovation  
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION

OF THE STATE OF CALIFORNIA

In the Matter of:	)	
	)	
THE COMMISSIONER OF FINANCIAL	)	
PROTECTION AND INNOVATION,	)	
	)	CONSENT ORDER
Complainant,	)	
v.	)	
	)	
GBC FOOD SERVICE, LLC., doing business	)	
as YUMMI SUSHI, YUMMI SAUCES,	)	
TOSHIMI, CALMON, and SUSHI SARA.	)	
	)	
Respondent.	)	
	)	

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner) and GBC Food Service, LLC., doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara (Yummi), and together with Commissioner, (Parties) and is made with respect to the following facts:

**I.**

**RECITALS**

A. The Commissioner is the head of the Department of Financial Protection and Innovation (Department) and is responsible for administering and enforcing the Franchise

Investment Law (FIL) (Corp. Code, § 31000 et seq.),<sup>1</sup> and registering the offer and sale of franchises in California. To register a franchise, a franchisor must file an application that includes a Franchise Disclosure Document (FDD) with the Department for review, in accordance with sections 31111 and 31114.

B. On or about October 25, 2024, the Department entered into a Consent Order with Yummi addressing violations of the FIL spanning from 2020 to 2022 (2024 Order). This instant Consent Order hereby incorporates the 2024 Order by reference, supplements said 2024 Order and addresses Yummi’s violations of the FIL spanning from 2023 to the 2024 Order effective date of October 25, 2024 (2024 Order Effective Date).

C. At all relevant times, Yummi was and is a Texas limited liability company formed on May 17, 2011, with a principal place of business located at 251 Renner Pkwy, Richardson, Texas 75080. At all relevant times, Yummi operated sushi “kiosk” franchises in California. Yummi engaged in the offer and sale of Yummi franchises in California.

1. FIL Registrations: Yummi was registered with the Department to offer and sell franchises in California from February 13, 2024, to April 19, 2024, by application number 30096; from January 14, 2025, to April 21, 2025, by application number 33295; and from April 16, 2025, to April 20, 2026, by application number 1430.

2. Unregistered Period: Yummi was not registered to offer and sell franchises by the Commissioner pursuant to the FIL from January 1, 2020, to February 12, 2024; and April 20, 2024, to January 13, 2025 (collectively herein, Unregistered Period).

D. Pursuant to section 31110, it is unlawful for any person to offer or sell a franchise in this state unless the offer has been registered with the Commissioner or is exempt.

1. From at least 2023 to the 2024 Order Effective Date, during the Unregistered Period, Yummi entered into at least forty-six (46) franchise agreements referred to as “Independent Contractor Agreement(s)” with different California franchisees for the operation of stores, using a system prescribed by Yummi, in California (California Stores).

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<sup>1</sup> All further statutory references are to the Corporations Code unless otherwise indicated.

1 E. Pursuant to section 31119, it is unlawful to sell any franchise without first providing a  
2 prospective franchisee with the FDD at least fourteen (14) days prior to the execution of a franchise  
3 agreement or receipt of consideration.

4 1. From at least 2023 to the 2024 Order Effective Date, Yummi sold at least forty-six  
5 (46) Yummi California Stores franchises. Yummi did not provide a Yummi FDD to any California  
6 Yummi franchisee at least fourteen (14) days prior to the execution of a franchise agreement referred  
7 to as “Independent Contractor Agreement(s)” or otherwise.

8 F. The Commissioner hereby finds as follows:

9 1. Yummi offered and sold at least forty-six (46) Yummi franchises  
10 in California from 2023 to the 2024 Order Effective Date, during the Unregistered Period, without  
11 being registered with the Commissioner or exempt, in violation of section 31110;

12 2. On at least forty-six (46) occasions from 2023 to the 2024 Order Effective Date,  
13 Yummi engaged in the sale of a Yummi franchise without first providing a prospective franchisee  
14 with the FDD at least fourteen (14) days prior to the execution of a franchise agreement or receipt of  
15 consideration, in violation of 31119.

16 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set  
17 forth herein, the Parties agree as follows:

## 18 II.

### 19 TERMS AND CONDITIONS

20 1. Purpose. This Consent Order resolves the issues before the Commissioner,  
21 described in the Recitals above, in a manner that avoids the expense of a hearing and other possible  
22 court proceedings, protects consumers, is in the public interest, and is consistent with the purposes  
23 and provisions of the applicable law.

24 2. Desist and Refrain Order. Pursuant to section 31406, GBC Food Service, LLC.,  
25 doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara is hereby ordered  
26 to desist and refrain from the violations set forth herein, in violation of Corporations Code sections  
27 31110 and 31119 and from any violations of the Franchise Investment Law. The issuance of this  
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order is necessary, in the public interest, for the protection of investors, and is consistent with the purposes, policies, and provisions of the Franchise Investment Law.

3. Penalties. As a result of GBC Food Service, LLC., doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara's, cooperation with the Department and self-reporting, GBC Food Service, LLC., doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara, jointly and severally, shall pay a reduced administrative penalty in the amount of thirteen thousand eight hundred dollars (\$13,800) (Penalties) for forty six (46) violations of the FIL, no later than fifteen (15) days after the effective date of this Consent Order in paragraph 21 herein (Effective Date). The Penalties must be made payable in the form of a cashier's check or Automated Clearing House deposit to the Department and transmitted to the attention of Accounting-Legal at the Department of Financial Protection and Innovation, 651 Bannan Street, Suite 300, Sacramento, California 95811. Notice of the payment must be concurrently sent via email to marisa.urteaga-watkins@dfpi.ca.gov. Failure to pay Penalties in a timely manner shall be deemed to be a material breach of this Consent Order.

4. Waiver of Hearing Rights. Yummi acknowledges that the Commissioner is ready, willing, and able to proceed with the filing of an administrative enforcement action on the charges contained in this Consent Order. Yummi hereby waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the FIL, the California Administrative Procedure Act (CAPA), the California Code of Civil Procedure (CCCP), or any other provision of law. Yummi further expressly waives any requirement for the filing of any accusation pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights, Yummi effectively consents to this Consent Order and all of its terms becoming final.

5. Failure to Comply with Consent Order. Yummi agrees that if it fails to comply with the Desist and Refrain Order in this Consent Order, the Commissioner may, in addition to all other available remedies it may invoke under the FIL, summarily suspend, revoke, or deny its FIL registration (if applicable). Yummi stipulates to the finality of any such FIL registration suspensions, revocations, or denials that the Commissioner may order. Yummi waives any notice and hearing rights to contest such summary suspensions, revocations, or denials which may be

1 afforded under the FIL, CAPA, the CCCP, or any other provision of law in connection therewith.

2 6. Information Willfully Withheld or Misrepresented. This Consent Order may be  
3 revoked, and the Commissioner may pursue any and all remedies available under law against  
4 Yummi, if the Commissioner discovers that Yummi knowingly or willfully withheld or  
5 misrepresented information used for and relied upon in this Consent Order.

6 7. Future Actions by Commissioner. If Yummi fails to comply with any terms of the  
7 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise  
8 resolved by this Consent Order. The Commissioner reserves the right to bring any future actions  
9 against Yummi, or any of its partners, owners, officers, shareholders, directors, employees, or  
10 successors for any and all unknown violations of the FIL or any other law under the Commissioner's  
11 jurisdiction.

12 8. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's  
13 ability to assist any other government agency (whether city, county, state, or federal) with any  
14 administrative, civil, or criminal action brought by that agency against Yummi, or any other person  
15 based upon any of the activities alleged in this matter or otherwise.

16 9. Headings. The headings to the paragraphs of this Consent Order are inserted for  
17 convenience only and will not be deemed a part hereof or affect the construction or interpretation of  
18 the provisions hereof.

19 10. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in  
20 interest.

21 11. Reliance. Each of the Parties represents, warrants, and agrees that in executing this  
22 Consent Order, it has relied solely on the statements set forth herein and the advice of its own  
23 counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent  
24 Order, it has placed no reliance on any statement, representation, or promise of any other party, or  
25 any other person or entity not expressly set forth herein, or upon the failure of any party or any  
26 other person or entity to make any statement, representation, or disclosure of anything whatsoever.  
27 The Parties have included this clause: (1) to preclude any claim that any party was in any way  
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1 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol  
2 evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

3 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification  
4 of this Consent Order will be valid or binding unless it is in writing and signed by each of the  
5 Parties. The waiver of any provision of this Consent Order will not be deemed a waiver of any  
6 other provision. No waiver by either Party of any breach of, or of compliance with, any condition  
7 or provision of this Consent Order by the other Party will be considered a waiver of any other  
8 condition or provision or of the same condition or provision at another time.

9 13. Full Integration. This Consent Order is the final written expression and the complete  
10 and exclusive statement of all the agreements, conditions, promises, representations, and covenant  
11 between the Parties with respect to the subject matter hereof, and supersedes all prior or  
12 contemporaneous agreements, negotiations, representations, understandings, and discussions  
13 between and among the Parties, their respective representatives, and any other person or entity with  
14 respect to the subject matter covered hereby.

15 14. Governing Law. This Consent Order will be governed by and construed in  
16 accordance with California law. Each of the Parties hereto consents to the jurisdiction of such  
17 court, and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an  
18 inconvenient forum to the maintenance of such action or proceeding in such court.

19 15. Counterparts. This Consent Order may be executed in one or more separate  
20 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall  
21 together constitute a single document.

22 16. Effect Upon Future Proceedings. If Yummi applies for any license, registration,  
23 permit, or qualification under the Commissioner's current or future jurisdiction, or is the subject of  
24 any future action by the Commissioner to enforce this Consent Order, then the subject matter hereof  
25 shall be admitted for the purpose of such application(s) or enforcement proceeding(s).

26 17. Voluntary Agreement. Yummi enters into this Consent Order voluntarily and without  
27 coercion and acknowledges that no promises, threats, or assurances have been made by the  
28 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each

represent and acknowledge that he, she, or it is executing this Consent Order completely voluntarily and without any duress or undue influence of any kind from any source.

18. Notice. Any notice required under this Consent Order shall be provided to each party at the following addresses:

To Yummi: Steven R. Block, Esq.  
BlankRome, LLP.  
200 Crescent Court, Suite 1000  
Dallas, Texas 75201  
steve.block@blankrome.com

To the Commissioner: Marisa I. Urteaga-Watkins, Esq.  
Department of Financial Protection and Innovation  
651 Bannon Street, Suite 300  
Sacramento, CA 95811  
marisa.urteaga-watkins@dfpi.ca.gov

19. Signatures. A fax, scanned, or electronic signature shall be deemed the same as an original signature.

20. Public Record. Yummi hereby acknowledges that this Consent Order is and will be a matter of public record.

21. Effective Date. This Consent Order shall become final and effective when signed by all Parties and delivered by the Commissioner’s agent via e-mail to Yummi’s agent, Steven R. Block, Esq. at [steve.block@blankrome.com](mailto:steve.block@blankrome.com)

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22. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Consent Order and undertake the obligations set forth herein.

Dated: 7/24/2025

KC MOHSENI  
Commissioner of Financial Protection  
and Innovation

By: \_\_\_\_\_  
COLLEEN MONAHAN  
Deputy Commissioner

Dated: 7/8/2025

GBC FOOD SERVICE, LLC., doing business as  
YUMMI SUSHI, YUMMI SAUCES, TOSHIMI,  
CALMON, and SUSHI SARA

By: \_\_\_\_\_  
KATIE AUNG  
Executive Chairperson