

MARY ANN SMITH
Deputy Commissioner
AMY J. WINN
Assistant Chief Counsel
AFSANEH EGHBALDARI (State Bar No. 250107)
Senior Counsel
Department of Financial Protection and Innovation
1455 Frazee Road, Suite 315
San Diego, California 92108
Telephone: (619) 946-3312
Facsimile: (916) 928-7929

Attorneys for Complainant

BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
OF THE STATE OF CALIFORNIA

In the Matter of:)	FIL ORG ID: 289365
)	
THE COMMISSIONER OF FINANCIAL)	
PROTECTION AND INNOVATION,)	CONSENT ORDER
)	
Complainant,)	
)	
v.)	
)	
NUFINISHPRO FRANCHISING LLC, doing)	
business as NUFINISHPRO; and BRETT J.)	
DAVIS,)	
)	
Respondents.)	
)	

This Consent Order is entered into between the Complainant, the Commissioner of Financial Protection and Innovation (Commissioner) as head of the Department of Financial Protection and Innovation (Department), and the Respondents, Nufinishpro Franchising LLC, doing business as Nufinishpro, and Brett J. Davis (collectively, Respondents), and is made with respect to the following facts:

///

///

1 I.

2 Recitals

3 A. The Commissioner is authorized to administer and enforce the provisions of the
4 Franchise Investment Law (Corp. Code § 31000 *et seq.*) (FIL) and the rules and regulations
5 promulgated thereunder which control the registration, offer, and sale of franchises in California.

6 B. Nufinishpro Franchising LLC, doing business as Nufinishpro (Nufinishpro), is a
7 Nevada limited liability company with its principal places of business located at 3525 Del Mar
8 Heights Rd., #871, San Diego, California 92130 and 3041 Via Sarafina, Henderson, Nevada 89052.

9 C. Brett J. Davis (Davis) is the owner and president of Nufinishpro and is authorized to
10 enter into this Consent Order on behalf of Nufinishpro.

11 D. The Commissioner brings this action pursuant to the provisions of the FIL, and the
12 rules and regulations promulgated thereunder.

13 E. To register a franchise, a franchisor must file an application which includes a Uniform
14 Franchise Disclosure Document (FDD) with the Department for review and approval, in accordance
15 with Corporations Code sections 31111 and 31114.

16 F. Pursuant to Corporations Code section 31110, it is unlawful for any person to offer or
17 sell any franchise in this state unless the offer of the franchise has been registered under this part or
18 exempted.

19 G. Pursuant to Corporations Code section 31119, subdivision (a), it is unlawful to sell any
20 franchise in California without first providing to the prospective franchisee, at least 14 days prior to
21 the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14
22 days prior to the receipt of any consideration, whichever occurs first, a copy of the franchise disclosure
23 document, together with a copy of all proposed agreements relating to the sale of the franchise.

24 H. When a franchisor makes negotiated changes to a franchise agreement with a
25 prospective franchisee, they are required to file a "Notice of Negotiated Sale of Franchise" with the
26 Commissioner, essentially updating their FDD to reflect the changes made and include a copy of all
27 negotiated sales notices filed within the past 12 months as an exhibit to the FDD they provide to all
28 potential franchisees, pursuant to California Code of Regulations, Title 10, section 310.100.2 and

1 Corporations Code section 31109.1.

2 I. Pursuant to Corporation Code section 31150, every franchisor offering franchises for
3 sale in this state shall at all times keep and maintain a complete set of books, records, and accounts of
4 such sales.

5 J. The FIL requires franchisors to disclose certain material information which is intended
6 to provide prospective franchisees with facts upon which to make an informed decision to purchase a
7 franchise, as stated in Corporation Code section 31001.

8 K. Every application for registration must include a proposed FDD that contains material
9 information and disclosures to prospective franchisees in accordance with the Uniform Franchise
10 Disclosure Document Guidelines, as adopted by the North American Securities Administrators
11 Association, Inc. on June 22, 2007, and effective July 1, 2007 [See Corp. Code, § 31114 and Cal.
12 Code Regs., tit. 10, § 310.111, subd. (b)] (hereinafter, FDD Guidelines) and the amended Franchise
13 Rule, 16 C.F.R. 436.

14 L. The FIL, FDD Guidelines, and the Federal Trade Commission's amended Franchise
15 Rule (collectively, the Uniform Franchise Guidelines) require franchisors to disclose certain material
16 information which is intended to provide prospective franchisees with facts upon which to make an
17 informed decision to purchase a franchise.

18 M. Under Corporations Code section 31201, it is unlawful for any person to offer or sell a
19 franchise by means of any written or oral communication which includes an untrue statement of a
20 material fact, or which omits to state a material fact necessary in order to make the statements made, in
21 the light of the circumstances under which they were made, not misleading.

22 N. On May 17, 2018, Nufinishpro filed an initial application for registration to offer and
23 sell franchises in California. The initial registration was approved on June 11, 2018.

24 O. From April 2018 to June 1, 2018, prior to the Department approving the registration,
25 Respondents offered and sold Nufinishpro franchises to prospective franchisees.

26 ///

27 ///

28 ///

P. The Commissioner found that Respondents:

- 1) Offered unregistered franchises to prospective franchisees from April 2018 to June 1, 2018, prior to the Department approving Nufinishpro's registration;
- 2) Failed to comply with the required 14-day waiting period;
- 3) Failed to keep and maintain a complete set of books, records, and accounts of such sales;
- 4) Failed to comply with negotiated sales requirements;
- 5) Received initial fees in excess of those stated in the FDD;
- 6) Collected royalty fees in a way other than specified in the FDD; and
- 7) Provided an inflated financial performance representation contrary to the financial performance representation in the FDD.

Q. Based on the facts above, the Commissioner finds that Respondents violated Corporations Code sections 31110, 31119, 31150, 31201, and 31109.1, and California Code of Regulations, title 10, section 310.100.2. Respondents acknowledge and agree with the Commissioner's findings.

R. Respondents admit to the jurisdiction of the Commissioner in this matter and for the purposes of using and enforcing this Consent Order.

S. Respondents desire to enter into this Consent Order which the Commissioner finds is appropriate, in the public interest, and consistent with the policies and purposes fairly intended by the FIL.

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

II.

Terms

1. Purpose. This Consent Order resolves the issues before the Commissioner set forth in paragraphs A – S above, in a manner that avoids the expense of a hearing and other possible court proceedings, protects prospective franchisees, is in the public interest, and is consistent with the purposes and provisions of the FIL.

1 2. Desist and Refrain Order. Pursuant to Corporations Code sections 31402 and 31406,
2 Nufinishpro Franchising LLC, doing business as Nufinishpro, and Brett J. Davis are hereby ordered to
3 desist and refrain from violations of Corporations Code sections 31110, 31119, 31150, 31201, and
4 31109.1, and California Code of Regulations, title 10, section 310.100.2. The issuance of this Desist
5 and Refrain Order is necessary, in the public interest, for the protection of investors and is consistent
6 with the purposes, policies, and provisions of the FIL. This Desist and Refrain Order is final and
7 effective from the effective date of this Consent Order, as defined in paragraph 23 (Effective Date).

8 3. Administrative Penalty. Pursuant to Corporations Code section 31406, Nufinishpro
9 Franchising LLC, doing business as Nufinishpro, and Brett J. Davis, jointly and severally, are hereby
10 ordered to pay an administrative penalty in the amount of \$25,000. Respondents acknowledge and
11 agree that this order is final, and the penalty is irrevocable and not subject to a clawback or avoidance
12 action. The Commissioner acknowledges receipt of the penalty payment from Respondents before or
13 contemporaneous with the execution of this Consent Order.

14 4. Disclosure of Consent Order. Respondents shall disclose this Consent Order in each of
15 their applications and Franchise Disclosure Documents submitted after this Consent Order is effective.

16 5. Remedial Education. The following class of persons are hereby ordered to attend
17 remedial California franchise law compliance education: (1) Brett J. Davis; (2) all principal officers,
18 directors, trustees, and any other individual who will have management responsibility relating to the
19 sale or operation of Nufinishpro franchises; (3) all persons who assist in preparing Nufinishpro's
20 franchise materials, including, but not limited to, registrations, renewals, or amendments (excluding
21 outside lawyers and any auditors); (4) any person selling Nufinishpro's franchise; and (5) the person
22 who certifies the accuracy of Nufinishpro's Franchise Disclosure Documents filed with the
23 Commissioner. Brett J. Davis represents and warrants that he is the only current employee of
24 Nufinishpro and the only Item 2 person at this time. Each of these persons shall complete 8 hours of
25 in-person or virtual training, in the area of FIL compliance, including, but not limited to the offering
26 and selling of franchises, and preparing the franchise disclosure document (Training), offered by
27 franchise law specialist instructor(s). The instructor(s) and general format of this Training must be
28 approved by the Commissioner. Respondents shall file proof of compliance, in the form of a sworn

1 statement of each person required to take remedial education, under penalty of perjury, within 60 days
2 from the Effective Date of this Consent Order. Proof of compliance shall be sent to the Department of
3 Financial Protection and Innovation, attention of Affi Eghbaldari, Senior Counsel, at:
4 affi.eghbaldari@dfpi.ca.gov.

5 6. Waiver of Hearing Rights. Respondents acknowledge the Commissioner is ready,
6 willing, and able to proceed with the filing of an administrative enforcement action on the charges
7 contained in this Consent Order. Respondents hereby waive the right to any hearings and to any
8 reconsideration, appeal, or other right to review which may be afforded pursuant to the FIL, the
9 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
10 provision of law. Respondents further expressly waive any requirement for the filing of an Accusation
11 pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights, Respondents
12 effectively consent to the Consent Order becoming final.

13 7. Failure to Comply with Consent Order. Respondents agree that if they fail to comply
14 with the terms of this Consent Order, the Commissioner may, in addition to all other available
15 remedies it may invoke under the FIL, summarily issue a stop order denying the effectiveness of or
16 suspending or revoking the effectiveness of any of Respondents' franchise registrations until
17 Respondents gain compliance. Respondents waive any notice and hearing rights to contest such
18 summary denial, suspension or revocation orders, which may be afforded under the FIL, the California
19 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in
20 connection therewith. Respondents further agree that the remaining unpaid balance of the penalties
21 shall become immediately due and payable, plus interest on the remaining unpaid balance shall
22 thereafter accrue at the rate of 12% per annum, compounded daily from the date of breach, on the
23 remaining unpaid total. In addition, the Commissioner may file a civil action in the Superior Court of
24 California to recover the portion of the unpaid penalties amount. Respondents hereby waive any notice
25 and hearing rights, reconsideration, appeal rights, or other rights to review, which may be afforded
26 under the FIL, the California Administrative Procedure Act, the California Code of Civil Procedure, or
27 any other provision of law in connection with any recovery action.

28 ///

1 8. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 13
2 below, this Consent Order may be revoked, and the Commissioner may pursue any and all remedies
3 available under the law against Respondents if the Commissioner discovers that Respondents
4 knowingly or willfully withheld or misrepresented information used for and relied upon in this
5 Consent Order.

6 9. Future Actions by Commissioner. If Respondents fail to comply with any terms of the
7 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
8 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
9 against Respondents, or any of their partners, affiliates, owners, officers, shareholders, directors,
10 employees, or successors for any and all unknown violations of the FIL.

11 10. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's
12 ability to assist a government agency (whether city, county, state, federal, or otherwise) or self-
13 regulatory organization with any administrative, civil, or criminal action brought by that agency or
14 organization based upon any of the activities alleged in this matter or otherwise.

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

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

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

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

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

13 16. Governing Law. This Consent Order will be governed by and construed in accordance
14 with California law. Each of the parties hereto consents to the jurisdiction of the Superior Court of
15 California for the County of San Diego, and hereby irrevocably waives, to the fullest extent permitted
16 by law, the defense of an inconvenient forum to the maintenance of an action or proceeding in such
17 court relating to this Consent Order.

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

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

25 19. Voluntary Agreement. Respondents enter into this Consent Order voluntarily and
26 without coercion, and acknowledge that no promises, threats, or assurances have been made by the
27 Commissioner or any offer, or agent thereof, about this Consent Order. The Parties each represent and
28 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.

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

If to Respondents to: Brett J. Davis
3525 Del Mar Heights Rd., Suite 871
San Diego, California 92130

If to the Commissioner, to: Affi Eghbaldari, Senior Counsel
Enforcement Division
Department of Financial Protection and Innovation
1455 Frazee Road, Suite 315
San Diego, California 92108

21. Signatures. A fax or electronic mail signature shall be deemed the same as an original signature.

22. Public Record. Respondents hereby acknowledge that this Consent Order is and will be a matter of public record.

23. 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 Respondents' counsel at lfisher@fisherzucker.com.

///

///

///

///

///

///

///

///

///

///

///

///

///

24. 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.

IN WITNESS WHEREOF, the parties hereto have approved and executed the Consent Order on the dates set forth opposite their respective signatures.

Dated: March 24, 2025

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation



By: _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

NUFINISHPRO FRANCHISING LLC AND
BRETT J. DAVIS

Dated: March 24, 2025

By: _____
BRETT J. DAVIS, as an individual and as the owner and
President on behalf of Nufinishpro Franchising LLC

APPROVED AS TO FORM AND CONTENT

Dated: _____, 2025

By: _____
LANE FISHER, ESQ.
JOYANN KENNY, ESQ
BARBARA GIBSON, ESQ
Fisher Zucker LLC
Counsel for Nufinishpro Franchising LLC, and Brett J. Davis