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

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| In the Matter of: |) | |
| |) | |
| THE COMMISSIONER OF FINANCIAL |) | CONSENT ORDER |
| PROTECTION AND INNOVATION, |) | |
| |) | |
| Complainant, |) | |
| |) | |
| v. |) | |
| |) | |
| KOMBI KEG FRANCHISING, LLC, |) | |
| |) | |
| Respondent. |) | |
| |) | |

Complainant, the Commissioner of Financial Protection and Innovation (Commissioner) as head of the Department of Financial Protection and Innovation (Department), and Respondent, Kombi Keg Franchising, LLC (Kombi Keg), enter into this Consent Order with respect to the following:

I.

Recitals

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

B. The Commissioner brings this action pursuant to the provisions of the FIL, and the rules and regulations promulgated thereunder, including Corporations Code sections 31406.

C. Pursuant to Corporations Code section 31110, it is unlawful to offer or sell a franchise in this state unless the offer of the franchise has been registered with the Commissioner or is exempt. Further, under Corporations Code section 31119, it is unlawful to sell a franchise without first providing the prospective franchisee with the Franchise Disclosure Document (FDD) at least 14 days prior to the execution of the franchise agreement or receipt of consideration.

D. As stated in California Corporations Code section 31001, it is the intent of the FIL to provide each prospective franchisee with the information necessary to make an intelligent decision regarding the franchise being offered.

E. Respondent is a Delaware limited liability company with a principal place of business at 7986 Grafton Road, Ebor, NSW 2453, Australia.

F. Isaac White is the Managing Member and sole owner of Kombi Keg and is authorized to enter into this Consent Order on behalf of Respondent.

G. Between 2020 and 2023, Kombi Keg offered and sold franchises in this state. However, Kombi Ket was not registered to offer or sell franchises with the Commissioner pursuant to the FIL.

H. Additionally, in the sales of these franchises Kombi Keg failed to provide a copy of an FDD at least 14 days prior to execution of any binding franchise or other agreement, or prior to receipt of any consideration, whichever occurred first.

I. The Commissioner and Respondent intend to resolve this matter amicably without the necessity of a hearing or other litigation. Respondent admits to the jurisdiction of the Commissioner in this matter and consents to the entry of this Consent Order.

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

II.

Terms and Conditions

1. **Purpose.** This Consent Order resolves the issues set forth in paragraphs A through I above, in a manner that avoids the expense of a hearing and other possible court proceedings, protects

1 consumers, is in the public interest, and is consistent with the purposes and provisions of the FIL.

2 2. Desist and Refrain Order. Pursuant to California Corporations Code sections 31402 and
3 31406, Respondent is hereby ordered to desist and refrain from violating California Corporations Code
4 sections 31110 and 31119.

5 3. Penalties. Respondent agrees to pay administrative penalties in the total amount of
6 \$20,000.00. Such payment shall be made within ten (10) business days of the Effective Date of this
7 Consent Order as defined in Paragraph 22, made payable in the form of a Wire Transfer or an
8 Automated Clearing House deposit to the "Department of Financial Protection and Innovation," and
9 transmitted to the attention of Accounting- Department of Financial Protection and Innovation, 651
10 Bannon Street, Sacramento, California 95811. Notice of all payments shall also be sent to Daniel
11 DuBois, Senior Counsel, at Daniel.DuBois@dfpi.ca.gov. In the event any payment due date falls on a
12 weekend or holiday, the payment shall be due the next business day. Failure to pay Penalties in a
13 timely manner shall be deemed a material breach of this Consent Order.

14 4. Notice to Franchisees of Consent Order. Respondent, through counsel, shall provide a
15 copy of this Consent Order to all franchisees in California within 30 days of the Effective Date of this
16 Consent Order. Respondent shall submit to the Commissioner proof(s) of service (by email and
17 certified mail) of a copy of this Consent Order for each of the franchisees

18 5. Waiver of Hearing Rights. Respondent acknowledges that the Commissioner is ready,
19 willing, and able to proceed with the filing of an administrative enforcement action on the charges
20 contained in this Consent Order. Respondent hereby waives the right to any hearings, and to any
21 reconsideration, appeal, or other right to review which may be afforded pursuant to the FIL, the
22 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
23 provision of law. Respondent further expressly waives any requirement for the filing of an Accusation
24 pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights, Respondent
25 effectively consents to the Consent Order becoming final.

26 6. Failure to Comply with Consent Order. Respondent agrees that if it fails to comply with
27 the terms of this Consent Order, the Commissioner may, in addition to other available remedies he
28 may invoke under the FIL, including summarily issuing a stop order denying the effectiveness of or

1 suspending or revoking the effectiveness of Respondent's FIL registration until Respondent comes
2 into compliance. Respondent waives any notice and hearing rights to contest such summary
3 suspensions which may be afforded under the FIL, the California Administrative Procedure act, the
4 California Code of Civil Procedure, or any other provision of law in connection therewith.

5 7. Information Willfully Withheld or Misrepresented. This Consent Order may be
6 revoked, and the Commissioner may pursue any and all remedies available under law against
7 Respondent if the Commissioner discovers that Respondent knowingly or willfully withheld or
8 misrepresented material information.

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

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

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

21 11. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
22 interest.

23 12. Reliance. Each of the parties represents, warrants, and agrees that in executing this
24 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel.
25 Each of the parties further represents, warrants, and agrees that in executing this Agreement and
26 except as stated in paragraph 7 above, it has placed no reliance on any statement, representation, or
27 promise of any other party, or any other person or entity not expressly set forth herein, or upon the
28 failure of any party or any other person or entity to make any statement, representation, or disclosure

1 of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any party
2 was in any way fraudulently induced to execute this Agreement; and (2) to preclude the introduction
3 of parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

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

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

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

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

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

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1 18. Voluntary Agreement. Respondent enters into this Consent Order voluntarily and
2 without coercion and acknowledge that no promises, threats, or assurances have been made by the
3 Commissioner or any offer, or agent thereof, about this Consent Order. The Parties each represent and
4 acknowledge that he, she, or it is executing this Consent Order completely voluntarily and without any
5 duress or undue influence of any kind from any source.

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

8 If to Respondent, to: Janet Martin, Esq.
9 25108 Marguerite Pkwy., #A334
10 Mission Viejo, California 92692
11 janet@janetmartinlaw.com

12 If to the Commissioner, to: Daniel DuBois, Senior Counsel
13 Department of Financial Protection and Innovation
14 1455 Frazee Road
15 San Diego, CA 92108
16 Daniel.DuBois@dfpi.ca.gov.

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

19 21. Public Record. Respondent hereby acknowledge that this Consent Order is and will be
20 a matter of public record.

21 22. Effective Date. This Consent Order shall become final and effective when signed by all
22 parties and delivered by the Commissioner's agent via e-mail to Respondent at
23 janet@janetmartinlaw.com.

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23. 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.

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation

Dated: May 12, 2025

By:

MARY ANN SMITH
Deputy Commissioner
Enforcement Division

KOMBI KEG FRANCHISING, LLC.

Dated: May 11, 2024

By:

ISAAC WHITE
Owner

APPROVED AS TO FORM AND CONTENT

Dated: May 12, 2025

By:

JANET MARTIN, ESQ.

