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8 Attorneys for Complainant

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

11 In the Matter of:)
12 THE COMMISSIONER OF FINANCIAL)
13 PROTECTION AND INNOVATION,) CONSENT ORDER
14 Complainant,)
15 v.)
16 SIGNAL 88, LLC.,)
17 Respondent.)
18)
19)

20 This Consent Order is entered into between the Commissioner of Financial Protection and
21 Innovation (Commissioner) and Signal 88, LLC. (Signal) (collectively the Parties) and is made with
22 respect to the following facts:

23 **I.**

24 **Recitals**

25 A. The Commissioner is the head of the Department of Financial Protection and
26 Innovation (Department) and is responsible for administering and enforcing the Franchise
27 Investment Law (FIL) (Corp. Code, § 31000 et seq.),¹ and registering the offer and sale of franchises
28

¹ All further statutory references are to the Corporations Code unless otherwise indicated.

1 in California. To register a franchise, a franchisor must file an application which includes a Uniform
2 Franchise Disclosure Document (FDD) with the Department for review and approval, in accordance
3 with sections 31111 and 31114. The FIL requires franchisors to disclose certain material
4 information which is intended to provide prospective franchisees with facts upon which to make an
5 informed decision to purchase a franchise, as stated in section 31001.

6 B. At all relevant times, Signal², was and is a Delaware limited liability company doing
7 business at 3880 S. 149th Street, Suite 102, Omaha, Nebraska 68144. Signal was and is also
8 registered as a foreign (out of state) entity doing business in California with the California Secretary
9 of State (SOS) on or about January 29, 2015, to present. At all relevant times, Signal offers and sells
10 home security and protection-based franchises to California consumers. At all relevant times, Signal
11 was registered with the Department to offer and sell franchises pursuant to the FIL³.

12 C. Pursuant to section 31201, it is unlawful for any person to offer or sell a franchise in
13 this state by means of any written or oral communication not enumerated in section 31200, which
14 includes an untrue statement of a material fact or omits to state a material fact necessary in order to
15 make the statements made, in the light of the circumstances under which they were made, not
16 misleading.

17 1. On or about December 1, 2020, Signal's registration status with the
18 SOS was forfeited by the California Franchise Tax Board (FTB) for failure to pay the required
19 annual limited liability tax to the State of California pursuant to California Revenue and Taxation
20 Code section 17941⁴. When a business entity is forfeited for failure to pay tax, that entity may not
21 defend itself in government litigation, and all private contracts made are forfeited and voidable⁵.

23 ² Entity Name: SIGNAL 88, LLC Entity FTB ID: 201503310401/000 CA SOS No.: 201503310401

24 ³ FIL registration dates: June 3, 2015, to April 20, 2016; June 16, 2016, to April 20, 2017; May 31, 2017, to April 20,
25 2018; September 18, 2018, to April 22, 2019; August 6, 2019, to April 20, 2020; May 18, 2020, to April 20, 2021; and
26 April 20, 2021, to April 20, 2022. Thereafter, Signal was and is exempt from the filing requirement set forth in the FIL.

27 ⁴ This annual tax is assessed to all organized and/or registered entities doing business in California. This tax is assessed
28 in exchange for the privilege of doing business in California.

⁵ When an entity is forfeited, it may not legally transact business, sell transfer or exchange real property, file an
automatic tax exemption, be issued a tax refund, start or continue a protest proceeding, legally close or dissolve your
business, bring any action or defend your business in court, file or maintain an appeal before the Office of Tax Appeals,
and maintain the right to use your business name. See FTB Website <https://www.ftb.ca.gov/help/business/my-business-is-suspended.html> as of November 20, 2025.

2. On September 16, 2022, Guardian Angel Private Security, Inc., (Guardian) a California corporation in good standing, entered into a franchise agreement with Signal for the purchase of a Signal outlet located in Santa Clarita, California. On September 1, 2023, Guardian entered into a second franchise agreement with Signal for the purchase of a Signal outlet in Fresno, California. At the time of execution, because Signal was forfeited, the Santa Clarita and Fresno franchise agreements were voidable. However, as of June 17, 2025, these agreements were no longer voidable because of the Certificate of Relief.

3. Signal failed to disclose to Guardian that Signal was forfeited, not in good standing with the California FTB and/or SOS, not able to lawfully transact business due to the forfeited status or otherwise. Therefore, Signal has violated Corporations Code section 31201.

D. The Commissioner hereby finds as follows:

Signal failed to disclose a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, in violation of section 31201.

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

Terms and Conditions

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

1 2. Desist and Refrain Order. Pursuant to Corporations Code section 31406, Signal 88,
2 LLC., is hereby ordered to desist and refrain from the violations of Corporations Code section
3 31201, and any other provision of the FIL. The issuance of this order is necessary, in the public
4 interest, for the protection of investors and is consistent with the purposes, policies, and provisions
5 of the FIL.

6 3. Penalties. Signal 88, LLC., shall pay the Department administrative penalties in the
7 amount of two thousand five hundred dollars (\$2,500) for one (1) FIL violation, no later than fifteen
8 (15) days, after the Effective Date of this Consent Order as defined in paragraph 21 (Effective Date).
9 Failure to pay Penalties in a timely manner shall be deemed to be a material breach of this Consent
10 Order.

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

19 5. Failure to Comply with Consent Order. Signal agrees that if it fails to comply with
20 the Desist and Refrain Order in this Consent Order, the Commissioner may, in addition to all other
21 available remedies it may invoke under the FIL, summarily suspend, revoke, or deny its FIL
22 registration (if applicable). Signal stipulates to the finality of any such FIL registration suspensions,
23 revocations, or denials that the Commissioner may order. Signal waives any notice and hearing
24 rights to contest such summary suspensions, revocations, or denials which may be afforded under
25 the FIL, the APA, the CCP, or any other provision of law in connection therewith.

26 6. Information Willfully Withheld or Misrepresented. This Consent Order may be
27 revoked, and the Commissioner may pursue any and all remedies available under law against
28

1 Signal, if the Commissioner discovers that Signal knowingly or willfully withheld or
2 misrepresented information used for and relied upon in this Consent Order.

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

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

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

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

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

27 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification
28 of this Consent Order will be valid or binding unless it is in writing and signed by each of the

1 Parties. The waiver of any provision of this Consent Order will not be deemed a waiver of any
2 other provision. No waiver by either Party of any breach of, or of compliance with, any condition
3 or provision of this Consent Order by the other Party will be considered a waiver of any other
4 condition or provision or of the same condition or provision at another time.

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

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

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

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

22 17. Voluntary Agreement. Signal enters into this Consent Order voluntarily and without
23 coercion and acknowledges that no promises, threats, or assurances have been made by the
24 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each
25 represent and acknowledge that he, she, or it is executing this Consent Order completely voluntarily
26 and without any duress or undue influence of any kind from any source.

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

To Signal 88, LLC: Joseph A. Brooks, Esq.
Fisher Zucker LLC
21 South 21st Street
Philadelphia, Pennsylvania 19103
jbrooks@fisherzucker.com

To the Commissioner: Marisa I. Urteaga-Watkins, Esq.,
Department of Financial Protection and Innovation
651 Bannon Street, Suite 300
Sacramento, California 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. Signal 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 Signal's agent, Joseph A. Brooks, Esq., at jbrooks@fisherzucker.com.

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: 12/23/2025

KHALIL MOHSENI
Commissioner of Financial Protection
and Innovation

By: _____
COLLEEN MONAHAN
Deputy Commissioner

Dated: 12/23/2025

SIGNAL 88, LLC.

By: _____
REED NYFFELER
Chief Executive Officer