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Commissioner of Financial Protection and Innovation
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Deputy Commissioner
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Attorneys for Complainant

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

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner) and Clean Juice Franchising, LLC, also known as Clean Juice (Clean Juice) (collectively the 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.),¹ and registering the offer and sale of franchises

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, Clean Juice is doing business at 10000 Twin Lakes Parkway,
7 Suite B, Charlotte, North Carolina 28269. At all relevant times, Clean Juice offers California
8 investors franchises that sell fruit and vegetable juices, protein smoothies, coffees, acai bowls, and
9 other related supplemental products and services. In April 2024, Brix Holdings LLC. purchased
10 Clean Juice.

11 C. Pursuant to section 31200, it is unlawful for any person willfully to make any untrue
12 statement of a material fact in any application, notice or report filed with the Commissioner under
13 the FIL, or willfully omit to state in any such application, notice, or report any material fact which is
14 required to be stated therein or fail to notify the Commissioner of any material change as required by
15 section 31123.

16 1. Prior to September 2022, Clean Juice stores sold two forms of freshly
17 squeezed juice drinks to consumers - One in a cup form and another in a bottled form. These drinks
18 were freshly squeezed on location at each franchise store.

19 2. For bottled products, Clean Juice converted all franchised and company-
20 owned stores from an in-house/at the store bottling method to a centrally produced bottling method
21 from an offsite bottling facility in California during the period from September 2022 to January 2023
22 (Outsourced Bottling). After January 2023, all stores sold Outsourced Bottling products. No freshly
23 squeezed in store juicing occurred after January 23, 2023.

24 3. Clean Juice filed for FIL registration with the Department on May 12, 2022, by
25 way of Application No. 24637 (App-24637). App-24637 was approved for FIL registration on
26 August 9, 2022, expiring on May 12, 2023. Clean Juice failed to disclose to the Commissioner that
27 for bottled products, Outsourcing Bottling would occur, rather than in-house juicing from September
28 2022 to January 2023. Specifically, Clean Juice failed to file with the Department a Post-Effective

1 Amendment to App-24637 disclosing this significant and material change to the franchise business
2 model from September 2022 to January 2023.

3 4. Clean Juicing also failed to disclose that, after January 2023, all stores would sell
4 only Outsourced Bottling products and no freshly squeezed products, squeezed on location.
5 Clean Juice failed to file with the Department a Post-Effective Amendment to App-24637 disclosing
6 this significant and material change to the franchise business model from January 2023 on.

7 D. Pursuant to section 31125, and Cal. Code Regs. Tit. 10, § 310.121 and Cal. Code
8 Regs. Tit. 10, § 310.125, a franchisor is required to file an application for material modification of an
9 existing franchise with the Commissioner. The material modification application may be filed with
10 any application for FIL registration pursuant to section 31111 or 31121.

11 1. Clean Juicing made a material modification to their existing franchises by
12 converting all franchised and company-owned stores from an in-house/at the store bottling method
13 to Outsourced Bottling from September 2022 to January 2023. And, after January 2023, all stores
14 sold Outsourced Bottling products only. At no time did Clean Juice file a material modification
15 application with their App-24637 by Post-Effective Amendment or otherwise.

16 F. The Commissioner hereby finds as follows:

17 1. On at least two (2) occasions, Clean Juice omitted to state a material fact necessary
18 in order to make the statements made, in the light of the circumstances under which they were made,
19 not misleading, in violation of section 31200; and

20 2. On at least one (1) occasion, Clean Juice failed to file a material modification
21 application with the Department in violation of section 31125 and Cal. Code Regs. Tit. 10, §
22 310.121 and Cal. Code Regs. Tit. 10, § 310.125.

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

25 **II.**

26 **Terms and Conditions**

27 1. Purpose. This Consent Order resolves the issues set forth above before the
28 Commissioner in a manner that avoids the expense of a hearing and other possible court

1 proceedings, protects consumers, is in the public interest, and is consistent with the purposes and
2 provisions of the applicable law.

3 2. Desist and Refrain Order. Pursuant to Corporations Code section 31406, Clean Juice
4 Franchising, LLC., also known as Clean Juice, is hereby ordered to desist and refrain from the
5 violations of Corporations Code section 31200, Corporations Code section 31125, Code of
6 Regulations, Title 10, section 310.121, Code of Regulations, Title 10, section 310.125, and any
7 other provision of the FIL. The issuance of this order is necessary, in the public interest, for the
8 protection of investors and is consistent with the purposes, policies, and provisions of the FIL.

9 3. Penalties. Pursuant to Corporations Code section 31406, Clean Juice Franchising,
10 LLC., also known as Clean Juice, shall pay the Department administrative penalties in the amount of
11 \$7,500 (Penalties) for at least three (3) violations. The Penalties are due no later than fifteen (15)
12 days after the effective date of this Consent Order as defined in paragraph 21 (Effective Date). The
13 Penalties must be made payable in the form of a cashier's check or Automated Clearing House
14 deposit to the Department and transmitted to the attention of Accounting-Legal at the Department of
15 Financial Protection and Innovation, 651 Bannon Street, Suite 300, Sacramento, California 95811.
16 Notice of the payment must be concurrently sent via email to marisa.urveaga-watkins@dfpi.ca.gov.
17 Failure to pay Penalties in a timely manner shall be deemed to be a material breach of this Consent
18 Order.

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

27 5. Failure to Comply with Consent Order. Clean Juice agrees that if it fails to comply
28 with the Desist and Refrain Order in this Consent Order, the Commissioner may, in addition to all

1 other available remedies it may invoke under the FIL, summarily suspend, revoke, or deny its FIL
2 registration (if applicable). Clean Juice stipulates to the finality of any such FIL registration
3 suspensions, revocations, or denials that the Commissioner may order. Clean Juice waives any
4 notice and hearing rights to contest such summary suspensions, revocations, or denials which may
5 be afforded under the FIL, the APA, the CCP, or any other provision of law in connection therewith.

6. Information Willfully Withheld or Misrepresented. This Consent Order may be
7 revoked, and the Commissioner may pursue any and all remedies available under law against Clean
8 Juice, if the Commissioner discovers that Clean Juice knowingly or willfully withheld or
9 misrepresented information used for and relied upon in this Consent Order.

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

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

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

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

25. 11. Reliance. Each of the Parties represents, warrants, and agrees that in executing this
26 Consent Order, it has relied solely on the statements set forth herein and the advice of its own
27 counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent
28 Order, it has placed no reliance on any statement, representation, or promise of any other party, or

1 any other person or entity not expressly set forth herein, or upon the failure of any party or any
2 other person or entity to make any statement, representation, or disclosure of anything whatsoever.
3 The Parties have included this clause: (1) to preclude any claim that any party was in any way
4 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol
5 evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

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

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

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

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

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

17. Voluntary Agreement. Clean Juice enters into this Consent Order voluntarily and without coercion and acknowledges that no promises, threats, or assurances have been made by the 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:

Clean Juice Franchising, LLC: Joseph J. Santaniello, Esq.
101 South Tryon Street, Suite 2200
Charlotte, North Carolina 28280
jsantaniello@shumaker.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. Clean Juice 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 Clean Juice's agent, Joseph J. Santaniello, Esq., at jsantaniello@shumaker.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: 1/13/2026

KHALIL MOHSENI
Commissioner of Financial Protection
and Innovation

Dated: 1/13/2026

CLEAN JUICE FRANCHISING, LLC., also known as
CLEAN JUICE

By: _____

LANDON ECKLES
Former Chief Executive Officer
(Until April 2024 and all relevant times herein)