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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

USL PRO 2, LLC.,

### Respondent.

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner) and USL PRO 2, LLC (USL) (collectively the Parties) and is made with respect to the following facts:

1.

## 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

<sup>1</sup> 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, USL PRO 2, LLC, is a Florida limited liability company, doing  
7 business at 1715 N. Westshore Blvd., Suite 825, Tampa, Florida 33607. At all relevant times, USL  
8 offers soccer club franchises to California investors.

9 C. Pursuant to Corporations Code section 31150, every franchisor offering franchises for  
10 sale in this state shall at all times keep and maintain a complete set of books, records, and accounts  
11 of such sales.

12 1. For each franchise offered and sold in California, the following books, records  
13 and accounts must be kept by the franchisor: (1) FDD; (2) FDD receipt with a signature and date of  
14 the prospective and actual franchisee; (3) Franchise agreement executed (signed and dated) by both  
15 the franchisor and franchisee; and (4) Proof of payment of the initial franchise fee.

16 2. On October 14, 2025, the Department issued a compliance inquiry (Inquiry) to  
17 USL that included a request for an executed FDD receipt relating to the offer and sale of an  
18 unregistered USL outlet in California. USL stated to the Department that it did not have an FDD  
19 receipt for the transaction. As such, the response was incomplete as the required record (the executed  
20 FDD receipt) was not included in the response to the Department. Therefore, USL violated section  
21 31150 of the FIL for failing to maintain and submit books, accounting and records required.

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

25 1. USL offered and sold a USL franchise on or about May 1, 2024, in California. As  
26 stated in paragraph A above, USL failed to provide the Commissioner with the required executed  
27 FDD receipt for the sale. Therefore, it is presumed that USL failed to provide the franchisee buyer of  
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1 the USL franchise with the FDD at least fourteen (14) days prior to the execution of a franchise  
2 agreement or receipt of consideration in violation of section 31119 of the FIL.

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

5 1. USL was registered with the Department to lawfully offer and/or sell USL  
6 franchises in California from September 18, 2023, to April 22, 2024<sup>2</sup>.

7 2. USL entered into at least one (1) franchise agreement for the operation of a USL  
8 franchise using a system prescribed by USL on May 1, 2024. USL was not registered to offer and  
9 sell franchises by the Commissioner pursuant to the FIL on May 1, 2024. Therefore, USL violated  
10 section 31110 of the FIL.

11 F. The Commissioner hereby finds as follows:

12 1. USL, in at least one (1) instance, failed to maintain a complete set of books,  
13 records, and accounts, in violation of section 31150;

14 2. On at least one (1) occasion, USL engaged in the sale of a USL franchise without  
15 first providing the franchisee with the FDD at least fourteen (14) days prior to the execution of a  
16 franchise agreement or receipt of consideration, in violation of section 31119; and

17 3. USL offered and sold at least one (1) USL franchise without being registered with  
18 the Commissioner or exempt, in violation of section 31110.

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

21 **II.**

22 **Terms and Conditions**

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

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<sup>2</sup> App-28170 Filed May 2, 2023; Registered September 18, 2023; Terminated April 22, 2024.

1           2.       Desist and Refrain Order. Pursuant to Corporations Code section 31406, USL PRO  
2, LLC, is hereby ordered to desist and refrain from the violations of section 31110, and any other  
3 violations of the FIL. The issuance of this order is necessary, in the public interest, for the protection  
4 of investors and is consistent with the purposes, policies, and provisions of the FIL.

5           3.       Penalties. USL PRO 2, LLC, shall pay the Department administrative penalties in the  
6 amount of five thousand dollars (\$5,000) for three (3) FIL violations, a discounted administrative  
7 penalty because USL PRO 2, LLC, self-reported an FIL violation to the Department. USL PRO 2,  
8 LLC, shall pay the administrative penalties no later than fifteen (15) days, after the Effective Date of  
9 this Consent Order as defined in paragraph 21 (Effective Date). Failure to pay Penalties in a timely  
10 manner shall be deemed to be a material breach of this Consent Order.

11           4.       Waiver of Hearing Rights. USL 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. USL 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. USL 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, USL effectively  
18 consents to this Consent Order and all of its terms become final.

19           5.       Failure to Comply with Consent Order. USL agrees that if it fails to comply with the  
20 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). USL stipulates to the finality of any such FIL registration suspensions,  
23 revocations, or denials that the Commissioner may order. USL waives any notice and hearing rights  
24 to contest such summary suspensions, revocations, or denials which may be afforded under the FIL,  
25 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 USL,  
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1 if the Commissioner discovers that USL knowingly or willfully withheld or misrepresented  
2 information used for and relied upon in this Consent Order.

3       7.       Future Actions by Commissioner. If USL 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 USL, 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 USL, 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 USL applies for any license, registration, permit,  
19 or qualification under the Commissioner's current or future jurisdiction, or is the subject of any  
20 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. USL 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 USL: Joseph J. Santaniello, Esq.  
Shumaker  
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](mailto: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. USL 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 USL's agent, Joseph J. Santaniello, Esq., jsantaniello@shumaker.com.

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

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5 Dated: 1/13/2026

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9           KHALIL MOHSENI

10           Commissioner of Financial Protection  
11           and Innovation

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15           By: \_\_\_\_\_

16           COLLEEN MONAHAN

17           Deputy Commissioner

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Dated: 1/13/2026

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