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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 USL PRO 2, LLC.,)
17 Respondent.)
18)
19)

20 This Consent Order is entered into between the Commissioner of Financial Protection and
21 Innovation (Commissioner) and USL PRO 2, LLC (USL) (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
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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, 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
28

the USL franchise with the FDD at least fourteen (14) days prior to the execution of a franchise agreement or receipt of consideration in violation of section 31119 of the FIL.

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

1. USL was registered with the Department to lawfully offer and/or sell USL franchises in California from September 18, 2023, to April 22, 2024².

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

F. The Commissioner hereby finds as follows:

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

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

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

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 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.

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

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 violations of the FIL. The issuance of this order is necessary, in the public interest, for the protection of investors and is consistent with the purposes, policies, and provisions of the FIL.

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

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

5. Failure to Comply with Consent Order. USL agrees that if it fails to comply with the Desist and Refrain Order in this Consent Order, the Commissioner may, in addition to all other available remedies it may invoke under the FIL, summarily suspend, revoke, or deny its FIL registration (if applicable). USL stipulates to the finality of any such FIL registration suspensions, revocations, or denials that the Commissioner may order. USL waives any notice and hearing rights to contest such summary suspensions, revocations, or denials which may 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 revoked, and the Commissioner may pursue any and all remedies available under law against USL,

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 Bannan 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. 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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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 undertakes the obligations set forth herein.

Dated: 1/13/2026

KHALIL MOHSENI
Commissioner of Financial Protection
and Innovation

By: _____
COLLEEN MONAHAN
Deputy Commissioner

Dated: 1/13/2026

USL PRO 2, LLC

By: _____
ANDREW MCINTOSH
Executive Vice President and
General Counsel