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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.)
RINGSIDE DEVELOPMENT COMPANY,)
doing business as BIO-ONE COLORADO,)
INC.)
Respondent.)

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner), Ringside Development Company, doing business as Bio-One Colorado, Inc. (Ringside or Respondent) (collectively, 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

1 Investment Law (FIL) (Corp. Code, § 31000 et seq.),¹ and registering the offer and sale of franchises
2 in California. To register a franchise, a franchisor must file an application which includes a Uniform
3 Franchise Disclosure Document (FDD) with the Department for review and approval, in accordance
4 with sections 31111 and 31114.

5 B. The FIL requires franchisors to disclose certain material information which is
6 intended to provide prospective franchisees with facts upon which to make an informed decision to
7 purchase a franchise, as stated in section 31001.

8 C. At all relevant times, Ringside was an Arizona corporation with a principal place of
9 business located at 5231 S. Quebec Street, Suite 303, Greenwood Village, Colorado 80111. At all
10 relevant times, the president and chief executive officer was Nick Anthony Zamucen. At all relevant
11 times, Ringside is the franchisor of crime and trauma scene cleaning franchises in the United States.

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

17 E. On July 31, 2007, Nick Anthony Zamucen was convicted of three felony violations of
18 Penal Code sections 470(b), 487(a), and 530.5 in Case No. 05-070442-9, Contra Costa County
19 Superior Court (Zamucen Criminal History).

20 F. On March 30, 2021, Ringside filed a Uniform Franchise Application renewal with the
21 Department for review and approval, in accordance with sections 31111 and 31114 (Renewal).
22 Ringside listed Nick Anthony Zamucen in Renewal FDD Item 2. However, Ringside failed to
23 disclose the Zamucen Criminal History in Ringside’s Renewal FDD Item 3.

24 G. The Commissioner finds that the Zamucen Criminal History is material information
25 which is intended to provide prospective franchisees with facts upon which to make an informed
26 decision to purchases a franchise, pursuant to section 31001.

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

1 H. The Commissioner further finds that the Zamucen Criminal History is directly
2 probative and material to each and every Ringside franchise transaction.

3 I. The Commissioner moreover finds that Ringside, by failing to disclose the Zamucen
4 Criminal History to the Commissioner, willfully made an untrue statement of a material fact in any
5 application, notice or report filed with the Commissioner under the FIL, or willfully omitted to state
6 in any such application, notice, or report any material fact which is required to be stated therein or
7 failed to notify the Commissioner of any material change as required by section 31123, in violation
8 of section 31200.

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

11 **II.**

12 **TERMS AND CONDITIONS**

13 1. Purpose. This Consent Order resolves the issues before the Commissioner [findings
14 in paragraphs E through I above] in a manner that avoids the expense of a hearing and other
15 possible court proceedings, protects consumers, is in the public interest, and is consistent with the
16 purposes and provisions of the applicable law.

17 2. Desist and Refrain Order. Pursuant to Corporations Code sections 31402 and 31406,
18 Ringside Development Company, doing business as Bio-One Colorado, Inc. is hereby ordered to
19 desist and refrain from the violation set forth herein, in violation of Corporations Code section
20 31200.

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

1 4. Failure to Comply with Consent Order. Ringside agrees that if it fails to comply
2 with the terms of this Consent Order, the Commissioner may, in addition to all other available
3 remedies it may invoke under the FIL, summarily suspend/revoke its FIL registration (if applicable)
4 or deny FIL applications (if applicable) until Ringside is in compliance. Ringside waives any notice
5 and hearing rights to contest such summary suspensions which may be afforded under the FIL, the
6 APA, the CCP, or any other provision of law in connection therewith.

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

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

16 7. 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 Ringside or any other person
19 based upon any of the activities alleged in this matter or otherwise.

20 8. 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 9. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
24 interest.

25 10. 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 11. 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 12. 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 13. 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 court,
20 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
21 forum to the maintenance of such action or proceeding in such court.

22 14. 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 15. Effect Upon Future Proceedings. If Ringside 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).

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

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

8 To Ringside: Mr. Michael J. Katz, Esq.
9 Corporon & Katz, LLC.
10 5231 S. Quebec Street, Suite 210
11 Greenwood Village, Colorado 80111
12 michael@businesslawyer.com

13 To the Commissioner: Ms. Marisa I. Urteaga-Watkins, Counsel
14 Department of Financial Protection and Innovation
15 2101 Arena Blvd.
16 Sacramento, California 95834
17 marisa.urteaga-watkins@dfpi.ca.gov

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

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

22 20. Effective Date. This Consent Order shall become final and effective when signed by
23 all Parties and delivered by the Commissioner’s agent via e-mail to Ringside’s agent, Mr. Michael
24 Katz, Esq. at michael@businesslawyer.com

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