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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, )  
Complainant, ) CONSENT ORDER  
v. )  
TRU BOWL SUPERFOOD BAR )  
FRANCHISE, LLC., doing business as TRU )  
BOWL, )  
Respondent. )

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner), and Tru Bowl Superfood Bar Franchise, LLC., doing business as Tru Bowl (TB) (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 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, TB was and is a California limited liability company with a  
7 principal place of business located at 5565 Greenleaf Ave. Whittier, California 90601. At all  
8 relevant times, TB sells franchises that operate fast-casual restaurants offering bowls, juices and raw  
9 blends, and other superfoods.

10 C. At all relevant times, Brenda Roxie Samaniego (Roxie Samaniego), was an individual  
11 and partner at Roxie Samaniego CPA, P.C., a professional corporation (Samaniego P.C.), doing  
12 business at 3123 Savannah Avenue, El Paso, Texas 79930. On October 29, 2004, Roxie Samaniego  
13 was certified and registered with the Texas State Board of Public Accountancy (TSBPA). On  
14 December 12, 2018, Samaniego P.C. was registered with the TSBPA. A true and correct copy of  
15 Roxie Samaniego's and Samaniego P.C.'s license history from the official TSBPA public website at  
16 <https://www.tsbpa.texas.gov> is attached hereto and incorporated by reference herein as "Exhibit A".

17 D. On February 29, 2020, Samaniego P.C.'s license expired. On February 28, 2021,  
18 Roxie Samaniego's license expired. On March 11, 2021, the TSBPA revoked both Roxie  
19 Samaniego's and Samaniego P.C.'s licenses, based upon violations regarding competence,  
20 discreditable acts, responses, conduct indicating lack of fitness to serve the public as a professional  
21 accountant, and/or violation of a rule of professional conduct adopted by the TSBPA.

22 E. Pursuant to section 31200, it is unlawful for any person willfully to make any untrue  
23 statement of a material fact in any application, notice or report filed with the Commissioner under  
24 the FIL, or willfully omit to state in any such application, notice, or report any material fact which is  
25 required to be stated therein or fail to notify the Commissioner of any material change as required by  
26 section 31123.

27 F. On June 10, 2021, TB filed a renewal application for registration with the Department  
28 to offer and sell franchises in California (2021 Application). The 2021 Application included an

1 auditor’s consent and an FDD containing audited financial statements accompanied by an  
2 independent auditor’s report signed on May 21, 2021, by Samaniego P.C. as the firm conducting the  
3 audit and by Roxie Samaniego as the certified public accountant conducting the audit (Financial  
4 Statements). The Financial Statements included a balance sheet as of December 31, 2020, and the  
5 related statement of operations, members equity, and cash flows for the period of December 31,  
6 2019, through December 31, 2020, and related notes. The independent auditor’s report contained an  
7 unqualified audit opinion on the Financial Statements.

8 G. TB included the auditor’s consent and Financial Statements with accompanying  
9 independent auditor’s report in its 2021 Application with the Department, even though Samaniego  
10 P.C.’s license expired on February 29, 2020, Roxie Samaniego’s license expired on February 28,  
11 2021, and both Samaniego P.C.’s and Roxie Samaniego’s licenses were revoked by the TSBPA on  
12 March 11, 2021. TB asserts that it included the auditor’s consent and Financial Statements with  
13 accompanying independent auditor’s report in its 2021 Application without knowledge as to  
14 Samaniego, P.C. and Roxie Samaniego’s revoked and/or expired licensure status.

15 H. The Commissioner finds that TB’s failure to disclose that Samaniego P.C.’s license  
16 expired on February 29, 2020, Roxie Samaniego’s license expired on February 28, 2021, and  
17 Samaniego P.C.’s and Roxie Samaniego’s licenses were both revoked by the TSBPA on March 11,  
18 2021, when submitting the Financial Statements and audit report in the 2021 Application, is an  
19 omission of a material fact under the FIL, in violation of section 31200.

20 I. The Commissioner also finds that the inclusion of the Financial Statements in the  
21 2021 Application accompanied by Samaniego P.C.’s and Roxie Samaniego’s independent auditor’s  
22 report asserting that the Financial Statements were audited when Samaniego P.C. and Roxie  
23 Samaniego were not qualified to conduct audits is an untrue statement of a material fact in an  
24 application filed with the Commissioner, in violation of section 31200.

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

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II.

**TERMS AND CONDITIONS**

1. Purpose. This Consent Order resolves the issues before the Commissioner [findings in paragraphs A through I above] 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. Desist and Refrain Order. Pursuant to Corporations Code section 31406, Tru Bowl Superfood Bar Franchise, LLC., doing business as Tru Bowl, is hereby ordered to desist and refrain from the violations Corporations Code section 32100 set forth herein. 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 Franchise Investment Law.

3. Penalties. TB shall pay an administrative penalty of \$5,000 (Penalties) no later than fifteen (15) days after the effective date of this Consent Order as defined in Paragraph 21 (Effective Date). Penalties must be made payable in the form of a cashier's check or Automated Clearing House deposit to the Department and transmitted to the attention of Accounting at the Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California 95834. Notice of the payment must be concurrently sent via email to Marisa I. Urteaga-Watkins, Esq. at marisa.urteaga-watkins@dfpi.ca.gov. 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. TB 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. TB 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. TB further expressly waives any requirement for the filing of an accusation pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights, TB effectively consents to this Consent Order becoming final.

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

7           6.       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 TB, if  
9 the Commissioner discovers that TB knowingly or willfully withheld or misrepresented information  
10 used for and relied upon in this Consent Order.

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

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

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

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

26          11.      Reliance. Each of the Parties represents, warrants, and agrees that in executing this  
27 Consent Order, it has relied solely on the statements set forth herein and the advice of its own  
28 counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent

1 Order, it has placed no reliance on any statement, representation, or promise of any other party, or  
2 any other person or entity not expressly set forth herein, or upon the failure of any party or any  
3 other person or entity to make any statement, representation, or disclosure of anything whatsoever.  
4 The Parties have included this clause: (1) to preclude any claim that any party was in any way  
5 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol  
6 evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

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

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

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

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

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

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

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

10 To TB: Evan M. Goldman, Esq.  
11 A.Y. Strauss Attorneys at Law  
12 101 Eisenhower Parkway, Suite 412  
13 Roseland, New Jersey 07068  
14 egoldman@aystrauss.com

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

20 19. Signatures. A fax, scanned, or electronic signature shall be deemed the same as an  
21 original signature.

22 20. Public Record. TB hereby acknowledges that this Consent Order is and will be a  
23 matter of public record.

24 21. Effective Date. This Consent Order shall become final and effective when signed by  
25 all Parties and delivered by the Commissioner’s agent via e-mail to TB’s agent, Evan M. Goldman,  
26 Esq. at egoldman@aystrauss.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 undertake the  
3 obligations set forth herein.

4           Dated: 9/29/2021

CHRISTOPHER S. SHULTZ  
Acting Commissioner of Financial Protection and  
Innovation

7           By: \_\_\_\_\_

JENNIFER RUMBERGER  
Deputy Commissioner

11           Dated: 9/29/2021

TRU BOWL SUPERFOOD BAR FRANCHISE,  
LLC., doing business as TRU BOWL

14           By: \_\_\_\_\_

DOLORES QUIROZ-CASTRELLON  
President and Chief Executive Officer