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8 Attorneys for Complainant

9
10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
OF THE STATE OF CALIFORNIA

11	In the Matter of THE CALIFORNIA	)	OAH Case No.: 2014060620
12	COMMISSIONER OF BUSINESS)	
13	OVERSIGHT,	)	STIPULATION AND AGREEMENT TO:
14	Complainant,	)	(1) CONSENT TO ISSUANCE OF DESIST
15	vs.	)	AND REFRAIN ORDER;
16	QUICK MART HOLDINGS INC. doing	)	(2) DESIST AND REFRAIN FROM
17	business as QUICK MART THE MINI	)	VIOLATION OF THE CALIFORNIA
18	MARKET; QUICKSUBS®; QUICKSUBS®	)	FRANCHISE INVESTMENT AND
19	Holdings, operating under the brand/logo	)	FINANCE LENDER LAWS;
20	QuickSubs! Live Healthy!; and, LORD BRICE	)	(3) PAY PENALTIES, ATTORNEYS' FEES
21	BARRINGTON,	)	AND COSTS TO COMMISSIONER; and,
22	Respondents.	)	(4) MAKE PAYMENTS AND PROVIDE
23		)	OTHER ANCILLARY RELIEF TO
24		)	FRANCHISEES, AS SPECIFIED
25		)	HEREIN.

24 IT IS HEREBY STIPULATED by and between Respondents QUICK MART HOLDINGS
25 INC. doing business as QUICK MART THE MINI MARKET, QUICKSUBS® and QUICKSUBS®
26 Holdings, operating under the brand/logo QuickSubs! Live Healthy!, and LORD BRICE
27 BARRINGTON (collectively, "Respondents"), on the one hand, and the COMMISSIONER OF
28

1 BUSINESS OVERSIGHT OF THE STATE OF CALIFORNIA (“Commissioner”), on the other
2 hand, as follows:

3 **RECITALS**

4 A. Quick Mart Holdings Inc. doing business as Quick Mart The Mini Market (hereafter
5 “Quick Mart”) is a Nevada corporation formed on February 1, 2014, with a registered address with
6 the California Secretary of State of 10541 National Boulevard, Apartment 15, Los Angeles,
7 California, 90035.

8 B. Quick Mart is in the business of establishing convenience stores under the trade name
9 Quick Mart or Quick Mart The Mini Market.

10 C. QUICKSUBS® and QUICKSUBS® Holdings, operating under the brand/logo
11 QuickSubs! Live Healthy! (collectively hereafter, “Quick Subs”), is a business entity of unknown
12 status formed in March 2014 for the purpose of franchising sandwich shops under the Quick Subs
13 brand.

14 D. Lord Brice Barrington (“Barrington”), formerly known as Xavier Alonzo Graham, is
15 the founder, president, and a director of Quick Mart, and the founder and a control person of Quick
16 Subs, and in such capacities, acts as a principal officer, exercising management responsibility and
17 control with regard to all facets of operations, including the offering of franchises. Barrington is
18 authorized to enter into this Agreement on behalf of Quick Mart and Quick Subs.

19 E. Neither Quick Mart nor Quick Subs has ever been registered as a franchise by the
20 Commissioner pursuant to the California Franchise Investment Law (“FIL”) (Corp. Code, §§ 31000
21 *et seq.*).

22 F. On March 20, 2014, the Commissioner issued to Quick Mart and Barrington the
23 following: (1) Desist and Refrain Order Pursuant to Corporations Code Section 31402; and (2) Claim
24 for Ancillary Relief Pursuant to Corporations Code Section 31408 (hereafter referred to as the
25 “Enforcement Action”). A true and correct copy of the Enforcement Action is attached and hereby
26 incorporated by reference as **Exhibit A**.

27 G. After being served with the Commissioner’s Enforcement Action, Barrington
28 continued to offer and sell unregistered, nonexempt Quick Mart and/or Quick Sub franchises in this

1 state (under the name “licenses” or “concepts”) and, in connection with these offers and sales, failed
2 to disclose the Enforcement Action to franchisees, in further violation of the FIL.

3 H. Pursuant to a timely request, a hearing concerning the allegations set forth in the
4 Commissioner’s Enforcement Action is set for December 23, 2014, at the Oakland Office of
5 Administrative Hearings.

6 I. Respondents seek to resolve the concerns of the Commissioner by entering into this
7 Stipulation and Agreement (“Agreement”).

8 NOW WHEREFORE, in consideration of the foregoing, and the terms and conditions set
9 forth herein, the Commissioner and Respondents (“the Parties”) agree as follows:

10 **TERMS AND CONDITIONS**

11 1. Purpose. The purpose of this Agreement is to resolve the charges alleged in the
12 Commissioner’s Enforcement Action in a manner that avoids the expense of a hearing and possible
13 further court proceedings, is in the public interest, protects investors, and is consistent with the
14 purposes, policies and provisions of the FIL.

15 2. Consent to Issuance of Desist and Refrain Order. Respondents stipulate to the issuance of a
16 Desist and Refrain Order, attached hereto and hereby incorporated by reference as **Exhibit B**,
17 directing Respondents to desist and refrain from the offer and sale of unregistered Quick Subs
18 franchises in violation of the FIL. Upon execution of this Stipulation and Agreement, Respondents
19 are deemed to have accepted service of the Desist and Refrain Order.

20 3. Waiver of Hearing Rights. Respondents acknowledge that the Commissioner is ready, willing
21 and able to proceed to an administrative hearing on the charges contained in the Enforcement Action
22 and Desist and Refrain Order referenced in Paragraph 2 above. Respondents hereby waive the right
23 to a hearing, and to any reconsideration, appeal, or other right to review which may be afforded for
24 such actions pursuant to the FIL, the California Administrative Procedure Act, the California Code of
25 Civil Procedure, or any other provision of law, and by waiving such rights, Respondents consent to
26 the Agreement becoming final.

27 4. Stipulation to Desist and Refrain from Violations of the California Franchise Investment and
28 Finance Lender Laws. Respondents understand and agree that the Desist and Refrain Orders attached

1 as **Exhibits A and B** (hereafter “Orders”) shall remain in full effect and that Respondents cannot
2 make any statement or representation that is inconsistent with this Agreement or the Orders.
3 Specifically, Respondents stipulate to desist and refrain from the following violations of the FIL and
4 California Finance Lender Law (Fin. Code, §§ 21000 *et seq.*):

- 5 a. Making unregistered, non-exempt offers to sell a franchise in violation of Corporations
6 Code section 31110. Respondents agree to not violate section 31110 by offering or selling
7 any franchise in this state, and specifically a Quick Mart or Quick Subs franchise, unless the
8 offer has been registered with the Commissioner or exempted from registration pursuant to
9 the provisions of the FIL;
- 10 b. Offering to sell a franchise by means of any communication that includes an untrue
11 statement of material fact or material omission in violation of Corporations Code section
12 31201. Respondents agree to not offer or sell a franchise in this state by means of any
13 written or oral communication not enumerated in Corporations Code section 31201, which
14 includes an untrue statement of a material fact or omits to state a material fact necessary in
15 order to make the statements made, in the light of the circumstances under which they were
16 made, not misleading;
- 17 c. Making any misrepresentation with the intent to influence the Commissioner’s administration
18 of the FIL in violation of Corporations Code section 31204. Respondents agree not to violate
19 section 31204 by knowingly making an untrue statement to the Commissioner during the course
20 of licensing, investigation, or examination, with the intent to impede, obstruct, or influence the
21 administration or enforcement of any provision of this division; and,
- 22 d. Engaging in the business of a finance lender or broker in violation of Financial Code section
23 21000. Respondents agree to not violate section 21000 by engaging in the business of a finance
24 lender or broker in the State of California without first obtaining a license from the
25 Commissioner, or otherwise being exempt.

26 5. Finality of Desist and Refrain Orders. Respondents agree to the finality of the Desist and
27 Refrain Orders attached as **Exhibits A and B** and voluntarily waive all rights to reconsideration,
28 appeal, or other rights which may be afforded pursuant to Corporations Code section 31406, or any

1 other provision of law in connection with these matters, including but not limited to Government
2 Code sections 11521 and 11523, and any writ proceeding in accordance with the Code of Civil
3 Procedure. Respondents further agree not to represent that this Stipulation is a withdrawal of the
4 Desist and Refrain Orders.

5 6. Payment of Administrative Penalties. For engaging in the violations of the FIL recited in
6 **Exhibits A and B** and Paragraph G above, Respondents shall pay administrative penalties to the
7 Commissioner in the amount of fifty thousand dollars (\$50,000) pursuant to Corporations Code
8 section 31406 (“Penalty Payment”). Respondents agree that this Agreement shall not go into effect
9 unless and until the Commissioner receives a cashier’s check in readily negotiable tender from
10 Respondents in the sum of the Penalty Payment to the order of the “California Department of
11 Business Oversight” and must be sent along with this Stipulation and Agreement to: Miranda
12 LeKander, Senior Corporations Counsel, Department of Business Oversight, Enforcement
13 Division, 1515 K Street, Suite 200, Sacramento, California, 95814.

14 7. Refund Offers to California Franchisees Currently Operating Under Franchise Agreements.
15 Respondents agree to offer a full refund of all fees paid by franchisees (whether called “licensees” or
16 otherwise) pursuant to any duly executed written agreement to pay the full fees required to own or
17 operate a Quick Mart or Quick Subs store, concept, or franchise in California. Within thirty (30) days
18 of the Effective Date of this Agreement, as set forth in Paragraph 20, a written offer of refund, in a
19 form approved by the Commissioner and attached hereto as **Exhibit C** (hereafter “Refund Offer”),
20 shall be sent by certified mail or other receipted delivery (such as Overnight Mail, FedEx, UPS, etc.)
21 to all California franchisees listed in **Exhibit C-1**. Recipients shall be allowed thirty (30) days to
22 accept the Refund Offer after certifying receipt but need not be allowed more than thirty (30) days.
23 Refunds shall be paid in full in readily negotiable tender (“Refund Payment”) no later than thirty (30)
24 days after Respondents receive notice of the franchisee’s election to terminate its franchise
25 agreement. No credits or benefits paid to, or received by, a franchisee shall offset the Refund
26 Payment, except for prior payments that the Commissioner has determined to have refunded all or
27 part of the initial franchise fee, as solely specified in **Exhibit C-1**. This provision shall apply to all
28 California franchisees that duly executed a written agreement to pay the full fees required to own or

1 operate a Quick Mart or Quick Subs store, concept, or franchise in California through the Effective
2 Date of this Agreement, including any that are eligible but may have been omitted from **Exhibit C-1**,
3 according to proof. Franchisees that duly executed written contracts with Quick Mart or Quick Subs
4 but whose contracts were terminated, or stores were closed, on or before the Effective Date of this
5 Agreement shall be issued a mandatory refund pursuant to Paragraph 8. Respondents are responsible
6 for ensuring that any Refund Payment owed to any franchisee that has not been cashed within 180
7 days of the Effective Date of this Agreement shall escheat to the State of California in accordance
8 with the Unclaimed Property Law (Code of Civ. Proc., §§ 1500 *et seq.*).

9 8. Mandatory Refunds for California Franchisees Not Currently Operating Under Franchise
10 Agreements. Respondents agree to fully refund all fees paid by franchisees (whether called
11 “licensees” or otherwise) who paid a deposit to locate, acquire, or reserve a position to build and/or
12 purchase a Quick Mart or Quick Subs store, concept, or franchise in California but did not duly
13 execute a written agreement to pay the full fees required to own or operate a Quick Mart or Quick
14 Subs franchise. Within thirty (30) days from the Effective Date of this Agreement, as set forth in
15 Paragraph 20, a written cover letter in a form that has been approved by the Commissioner and
16 attached hereto as **Exhibit D** (“Refund Letter”) shall be sent by certified mail or other receipted
17 delivery (such as Overnight Mail, FedEx, UPS, etc.) to all California franchisees listed in Exhibit D-1
18 informing of the payment of a full refund in readily negotiable tender (“Refund Payment”) to be
19 made within the timeframes set forth in **Exhibit D-1**. No credits or benefits paid to, or received by, a
20 franchisee shall offset the Refund Payment, except for prior payments that the Commissioner has
21 determined to have refunded all or part of the initial franchise fee, as solely specified in **Exhibit D-1**.
22 This provision shall apply to all California franchisees that paid a deposit to locate, acquire, or
23 reserve a position to build and/or purchase a Quick Mart or Quick Subs store but did not duly execute
24 a written agreement to pay the full fees required to own or operate a Quick Mart or Quick Subs
25 franchise on or before the Effective Date of this Agreement, including any that are eligible but may
26 have been omitted from **Exhibit D-1**, according to proof. Respondents are responsible for ensuring
27 that any Refund Payment owed to any terminated franchisee which has not been cashed within 180
28 days of the Effective Date of this Agreement shall escheat to the State of California in accordance

1 with the Unclaimed Property Law (Code of Civ. Proc., §§ 1500 *et seq.*)

2 9. Mandatory Refunds for California Franchises Open Less Than One Year. In the event that a
3 Quick Mart or Quick Subs franchisee identified in **Exhibit C-1** does not remain open for business for
4 at least one year, Respondents agree to fully refund all franchise fees paid by the franchisee pursuant
5 to any duly executed written agreement to pay the full fees required to own or operate a Quick Mart
6 or Quick Subs store, concept, or franchise in California. Upon receiving written notice from a
7 franchisee that its store has closed, regardless of reason for the closure, Respondents shall have thirty
8 (30) days to issue a full refund in readily negotiable tender (“Refund Payment”) by certified mail to
9 the franchisee. No credits or benefits paid to, or received by, a franchisee shall offset the Refund
10 Payment. This provision shall apply to all California franchisees who purchased a Quick Mart or
11 Quick Subs store from January 1, 2012 through the Effective Date of this Agreement, including any
12 that are eligible but may have been omitted from **Exhibit C-1**, according to proof. Respondents are
13 responsible for ensuring that any Refund Payment owed to any franchisee which has not been cashed
14 within 180 days after issuance shall promptly thereafter escheat to the State of California in
15 accordance with the Unclaimed Property Law (Code of Civ. Proc., §§ 1500 *et seq.*).

16 10. Registered Franchise Agreement Option for California Franchisees. In the event that a Quick
17 Mart or Quick Subs franchise offer becomes registered with the Commissioner, any California
18 franchisee listed in **Exhibit C-1** that has not yet elected to receive a full refund pursuant to Paragraph
19 7 or 9 shall have the option, at the franchisee’s sole discretion, to enter into a franchise agreement to
20 continue to develop and operate the franchisee’s Quick Mart or Quick Subs store at no additional cost
21 whatsoever during the initial term of the registered offer. Franchisees shall be allowed thirty (30)
22 days to accept the option after certified receipt of the registered franchise offer but need not be
23 allowed more than thirty (30) days. This provision shall apply to all California franchisees who
24 purchased a Quick Mart or Quick Sub store through the Effective Date of this Agreement, including
25 any that are eligible but may have been omitted from **Exhibit C-1**, according to proof.

26 11. Failure to Make Timely Refund Payments to Franchisees. Respondents acknowledge that
27 failure to timely issue a Refund Payment pursuant to Paragraphs 7, 8, and 9 shall constitute an
28 express breach of this Agreement, and be subject to the remedy described in Paragraph 12.

1 12. Remedy for Breach. Respondents agree and understand that if the Commissioner finds that
2 Respondents have failed to strictly comply with any term or provision of this Agreement, after being
3 given a reasonable opportunity to cure which shall only exceed 30 days at the Commissioner's sole
4 discretion, the Commissioner shall immediately issue an Order for Claim of Ancillary Relief,
5 attached as **Exhibit E**, and/or deny or revoke any registrations held by, and/or deny any pending
6 application(s) of Respondents, its successors and assigns, by whatever names they might be known,
7 and/or any company owned or controlled by Respondents. Respondents hereby waive any rights to
8 notice and hearing, and to any reconsideration, appeal, or other right to review which may be
9 afforded for such actions pursuant to the FIL, the California Administrative Procedure Act, the
10 California Code of Civil Procedure, or any other provision of law, and by waiving such rights,
11 Respondents consent to the actions and/or orders referenced herein becoming final.

12 13. Compliance Reports. Respondents agree to submit a report to the Commissioner every ninety
13 (90) days ("Compliance Report") until the Commissioner is satisfied that the obligations of this
14 Agreement have been met. The first Compliance Report shall be due ninety (90) days after the
15 Effective Date of this Agreement, as set forth in Paragraph 20, and shall include the following: (a)
16 list of all Refund Payments made to every California franchisee identified in **Exhibits C-1** and **D-1**
17 pursuant to Paragraphs 7, 8, and 9; (b) copies of the fronts of all refund checks; (c) copies of the
18 backs of all cancelled refund checks; and, (d) copies of all written and electronic correspondence
19 concerning payments pursuant to, or other provision of, this Stipulation and Agreement sent by
20 Respondents to California franchisees. Compliance Reports must be sent via certified mail to:
21 Miranda LeKander, Senior Corporations Counsel, Department of Business Oversight, Enforcement
22 Division, 1515 K Street, Suite 200, Sacramento, California, 95814.

23 14. Exhibits. The Exhibits attached hereto and incorporated herein are as follows:

24 **Exhibit A** is the Enforcement Action;

25 **Exhibit B** is the Desist and Refrain Order;

26 **Exhibit C** is the Refund Offer;

27 **Exhibit C-1** is the list of open California franchises;

28 **Exhibit D** is the Refund Letter;

1 **Exhibit D-1** is the list of terminated California franchises; and,

2 **Exhibit E** is the Order for Claim of Ancillary Relief.

3 15. Effect of Enforcement Action on Applications filed with the Commissioner. Any application
4 for registration of a franchise filed by Respondents shall be considered for approval pursuant to the
5 provisions of the FIL. In the event that Respondents apply for a franchise registration, certificate,
6 permit, or any type of license issued by the California Department of Business Oversight,
7 Respondents agree and understand that the Enforcement Action may be considered as a factor in
8 determining the approval of such application.

9 16. Future Actions by the Commissioner. Respondents acknowledge that this Agreement shall
10 not serve to exculpate or indemnify Respondents or any of its affiliates, partners, employees or
11 successors from liability for any future violations of the FIL, or any other law under the
12 Commissioner's jurisdiction. If it is found, after the execution of this Agreement, that Respondents
13 willfully made misrepresentations or statements containing material omissions to the Commissioner
14 in connection with the present proceedings, the Commissioner reserves the right to take further action
15 against Respondents, including but not limited to the issuance of stop orders, imposition of penalties,
16 and ordering rescission or restitution for all transactions originated in breach of this Agreement.
17 Respondents acknowledge and agree that the Agreement shall not be the exclusive remedy available
18 to the Commissioner in pursuing future violations but may be sought and employed in addition to any
19 other remedy available pursuant to the FIL, or any other law under the jurisdiction of the
20 Commissioner.

21 17. Commissioner's Duties. Respondents acknowledge and agree that nothing contained in this
22 Agreement shall operate to limit the Commissioner's ability to assist any other agencies with any
23 administrative, civil or criminal prosecution brought by any such agency against Respondents based
24 upon any of the activities alleged in this matter or otherwise. Respondents further agree that this
25 Agreement shall not bind or otherwise prevent any other federal, state or county agency from the
26 performance of its duties.

27 18. Settlement Agreement Coverage. The Parties hereby acknowledge and agree that this
28 Agreement is intended to constitute a full, final and complete resolution of the Enforcement Action

1 referenced above. Respondents understand and agree that this Agreement pertains only to the
2 violations of the FIL alleged against Respondents and is not intended by the Parties to address or
3 resolve any of enforcement actions that may be taken by the Commissioner against any other
4 individual or entity.

5 19. Commissioner's Attorneys' Fees and Expenses. Respondents agree that this Agreement shall
6 not go into effect unless and until the Commissioner receives a cashier's check in readily negotiable
7 tender from Respondents in the sum of five thousand dollars (\$5,000) for reasonable attorneys' fees
8 and investigative expenses incurred in the Department's investigation and litigation of the
9 Enforcement Action. The check shall be made payable to the "California Department of Business
10 Oversight" and must be sent accompanying this Stipulation and Agreement to: Miranda LeKander,
11 Senior Corporations Counsel, Department of Business Oversight, Enforcement Division, 1515 K
12 Street, Suite 200, Sacramento, California, 95814.

13 20. Effective Date. This Agreement shall not become effective until Respondents have tendered
14 full payment of penalties and attorney's fees to the Commissioner pursuant to Paragraphs 6 and 19
15 above, and the Agreement has been signed by all parties and emailed to Respondents' counsel Lewitt
16 Hackman, attention David Gurnick by email to dgurnick@lewitthackman.com.

17 21. Service of Agreement to California Franchisees. Respondents shall send by certified mail or
18 other receipted delivery (such as FedEx, UPS, overnight mail, etc.) a complete copy of this
19 Agreement, including all Exhibits attached hereto, to every California franchisee identified in
20 **Exhibits C-1 and D-1** within 30 days of the Effective Date of this Agreement. In the first
21 compliance report, Respondents shall provide the Commissioner with a list identifying the names and
22 addresses of each franchisee that was served a copy of this Agreement in compliance with this
23 provision. Any correspondence that is returned as undeliverable shall also be specified in the report
24 to the Commissioner required under this provision.

25 22. Stipulations Not Binding in Third Party Actions. Respondents stipulate to the provisions of
26 this Agreement solely for the limited purposes of resolving the Enforcement Action and any future
27 proceeding(s) that may be initiated by or brought before the Commissioner against Respondents. It is
28

1 the intent and understanding between the Parties that this Agreement, and particularly the stipulations
2 of Respondents herein, shall not be binding against them in any action(s) with third parties.

3 23. Full Integration. This Agreement, including the attached exhibits, is the final written
4 expression and the complete and exclusive statement of all the agreements, conditions, promises,
5 representations, and covenants between the parties with respect to the subject matter hereof, and
6 supersedes all prior or contemporaneous agreements, negotiations, representations, understandings,
7 and discussions between and among the parties, their respective representatives, and any other person
8 or entity. Each of the parties represents, warrants, and agrees that in executing this Agreement it has
9 relied solely on the statements set forth herein and has placed no reliance on any statement,
10 representation, or promise of any other party, or any other person or entity not expressly set forth
11 herein, or upon the failure of any party or any other person or entity to make any statement,
12 representation or disclosure of anything whatsoever. The parties have included this clause: (1) to
13 preclude any claim that any party was in any way fraudulently induced to execute this Agreement;
14 and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the
15 terms of this Agreement.

16 24. No Presumption from Drafting. In that the parties have had the opportunity to draft, review
17 and edit the language of this Agreement, no presumption for or against any party arising out of
18 drafting all or any part of this Agreement will be applied in any action relating to, connected, to, or
19 involving this Agreement. Accordingly, the parties waive the benefit of California Civil Code
20 section 1654 and any successor or amended statute, providing that in cases of uncertainty, language
21 of a contract should be interpreted most strongly against the party who caused the uncertainty to
22 exist.

23 25. Counterparts. This Agreement may be executed in any number of counterparts by the parties
24 and when each party has signed and delivered at least one such counterpart to the other party, each
25 counterpart shall be deemed an original and taken together shall constitute one and the same
26 Agreement.

27 26. Modifications and Qualified Integration. No amendment, change or modification of this
28 Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the

1 parties affected by it.

2 27. Headings and Governing Law. The headings to the paragraphs of this Agreement are inserted
3 for convenience only and will not be deemed a part hereof or affect the construction or interpretation of
4 the provisions hereof. This Agreement shall be construed and enforced in accordance with and
5 governed by California law.

6 28. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it has
7 received independent legal advice from an attorney with respect to the advisability of executing this
8 Agreement.

9 29. Authority for Settlement. Each party covenants that they possess all necessary capacity and
10 authority to sign and enter into this Agreement. Each party warrants and represents that such party is
11 fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without
12 limiting the generality of the foregoing, each party warrants and represents that it is fully entitled to
13 enter into the covenants, and undertake the obligations set forth herein.

14 30. Public Record. Respondents acknowledge that this Agreement, and the attachments thereto,
15 is a public record.

16 31. Voluntary Agreement. The parties each represent and acknowledge that he, she or it, is
17 executing this Agreement completely voluntarily and without any duress or undue influence of any
18 kind from any source.

19 32. Notices. Notice shall be deemed satisfied under California law when provided by certified
20 mail to each party at the following addresses:

21 If to Respondent: Lord Brice Barrington
22 Quick Mart
23 10541 National Boulevard, Apartment 15
Los Angeles, California 90035

24 If to the Commissioner: Miranda LeKander, Senior Corporations Counsel
25 Department of Business Oversight
26 Enforcement Division
27 1515 K Street, Suite 200
28 Sacramento, California 95814

1 IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement on
2 the dates set forth opposite their respective signatures.

3
4 Dated: 12/19/14

JAN LYNN OWEN
California Commissioner of Business Oversight

5
6 By: _____
7 MARY ANN SMITH
8 Deputy Commissioner
9 Enforcement Division

10 QUICK MART HOLDINGS, INC. doing business as QUICK
11 MART THE MINI MARKET

12 Dated: 12/18/14

13 By: _____
14 Lord Brice Barrington, President
15 Individually and on behalf of Quick Mart Holdings, Inc.
16 doing business at Quick Mart The Mini Market

17 QUICKSUBS® and QUICKSUBS® Holdings, operating under
18 the brand/logo QuickSubs! Live Healthy!

19 Dated: 12/18/14

20 By: _____
21 Lord Brice Barrington, President
22 Individually and on behalf of QUICKSUBS® and
23 QUICKSUBS® Holdings, operating under the brand/logo
24 QuickSubs! Live Healthy!

25 Dated: 12/17/14

26 Approved as to form by: _____
27 David Gurnick, Esq.
28 Lewitt, Hackman, Shapiro, Marshall & Harlan
Attorneys for Respondents