ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF MARYLAND

IN THE MATTER OF:	*	
Premier RN Geriatric Care Franchising, LLC, dba Premier RN Geriatric Care	*	Case No. 2024-0314
Respondent.	*	

* * * * * * * * * * * * *

CONSENT ORDER

WHEREAS, the Securities Division of the Office of the Attorney General of Maryland (the "Securities Division") initiated an investigation into the franchise-related activities of Premier RN Geriatric Care Franchising, LLC dba Premier RN Geriatric Care ("Premier RN") under the authority granted under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN. BUS. REG. §§14-201 et seq. (2015 Repl. Vol.) (the "Maryland Franchise Law"); and

WHEREAS, based on information presented by the Securities Division, the Maryland Securities Commissioner (the "Securities Commissioner") has concluded that grounds exist to allege that Premier RN violated the registration and disclosure provisions of the Maryland Franchise Law in relation to offers of a franchise and the sale of a franchise under the Maryland Franchise Law; and

WHEREAS, before the holding of a hearing in this matter, without trial or final adjudication of any issue of fact or law, and without Premier RN admitting or denying any violation of law, the Securities Commissioner and Premier RN have reached an agreement to enter into this Consent Order; and

WHEREAS, Premier RN waives its right to a hearing and any rights to seek judicial review or otherwise challenge or contest the terms and conditions of this Consent Order; and

WHEREAS, the Securities Commissioner has determined that it is in the public interest to issue this Consent Order;

NOW, THEREFORE, it is hereby agreed, and the Securities Commissioner hereby orders:

I. JURISDICTION

1. The Securities Commissioner has jurisdiction in this proceeding pursuant to Section 14-210 (a) of the Maryland Franchise Law.

II. FINDINGS OF FACT

2. Premier RN is a Virginia limited liability company with a principal business address located at 1300 Crystal Drive, Suite 309, Arlington, Virginia 22202.

3. Premier RN offers and sells franchises to operate a business as a full-service Registered Nurse care management services provider, offering care and health services in-home using the trade name "Premier RN Geriatric Care."

4. Premier RN was never registered with the Maryland Securities Division ("Securities Division") to offer and sell franchises under the Maryland Franchise Law.

5. On June 21, 2023, Premier RN filed an initial application with the Securities Division to register the Premier RN franchise offering under the Maryland Franchise Law.

6. On August 2, 2023, the Securities Division reviewed Premier RN's initial application and issued comments to the application that the franchisor needed to address before the Securities Division would register Premier RN's franchise offering. Premier RN did not

respond to the comments issued by the Securities Division.

7. On February 2, 2024, the application filed by Premier RN on June, 21 2023 was deemed abandoned by the Securities Division.

8. On April 23, 2024, Premier RN refiled an initial registration application with the Securities Division.

9. On June 4, 2024, the Securities Division reviewed Premier RN's refiled initial application and issued comments to that application that the franchisor needed to address before the Securities Division would register Premier RN's franchise offering under the Maryland Franchise Law. Among the comments the Securities Division made on Premier RN's April 23, 2024 submission was a request that the franchisor submit an undertaking stating that the franchisor had not offered or sold any franchises in Maryland during the time the franchisor was not effectively registered under the Maryland Franchise Law.

10. On June 25, 2024, an attorney for Premier RN sent a response to the Securities Division's June 4, 2024 comment letter. In that response, Premier RN acknowledged that it offered and sold franchises in Maryland during the period it was not registered under the Maryland Franchise Law.

11. Specifically, Premier RN acknowledged that on September 15, 2023, while Premier RN was not registered under the Maryland Franchise Law, Premier RN offered and sold a franchise to T&T Adventures, LLC, a Virginia entity ("T&T Adventures") for the right to operate a Premier RN franchise to be located in Virginia. The members of T&T Adventures were residents of Maryland when they were offered a franchise and when they signed the franchise agreement with Premier RN.

12. T&T Adventures paid Premier RN $35,000 in initial franchise fees under its

franchise agreement.

13. Premier RN also acknowledged that on March 9, 2024, while Premier RN was not registered to offer or sell franchises under the Maryland Franchise Law, Premier RN offered a franchise and gave an unregistered Franchise Disclosure Document ("FDD") to a Maryland resident "WG."

14. Counsel for Premier RN represented that Premier RN has been advised not to move forward with the franchise sale to WG and to stop offering franchises in Maryland until Premier RN's franchise offering has been registered in Maryland.

15. In a letter dated June 25, 2024, counsel for Premier RN stated that Premier RN relied on Christopher James Conner ("Conner") and his firm Franchise Marketing Systems ("FMS"), a franchise consulting firm or franchise broker, to prepare and file Premier RN's registration documents in Maryland. The letter further explained that FMS advised Premier RN on the steps related to the offer and sell of franchises to T&T Adventures and WG, and that FMS representatives handled those transactions.

16. In January 2016, Conner entered into a Consent Order with the Securities Commissioner to resolve violations of the registration and disclosure provisions of the Maryland Franchise Law. In the Consent Order, Conner agreed, among other things, to attend a remedial education program regarding the legal requirements for offering and selling franchises and stop offering and selling franchises in violation of the Maryland Franchise Law.

17. On August 9, 2024, the Securities Division emailed the attorney for Premier RN and requested a full explanation of FMS's and Conner's relationship to Premier RN and its role in the unregistered franchise sales.

18. On August 15, 2024, counsel for Premier RN emailed the Securities Division a

letter dated August 15, 2024 ("August 15, 2024 Letter"), stating that Premier RN retained FMS to prepare and file an FDD in Virginia and Maryland, provide franchise sales support, and provide marketing services and trade show services. Counsel for Premier RN provided the agreement between Premier RN and FMS, which Conner signed on behalf of FMS.

19. The August 15, 2024 Letter represented the following: that in the Spring of 2023 Premier RN met the members of T&T Ventures at The National Franchise Show in Dulles, Virginia ("National Franchise Show"); that FMS also had a booth at the National Franchise Show; that FMS told Premier RN to send any interested prospects to FMS's booth; that Premier RN spoke with the members of T&T Adventures at the National Franchise Show and directed them to the booth for FMS, as directed by FMS; and that Conner and other employees of FMS handled further discussions with the members of T&T Adventures, including emailing the Premier RN FDD and Franchise Agreement to T&T Adventures.

20. The August 15, 2024 Letter further stated that, according to Premier RN: the offer of a franchise to WG also originated at the National Franchise Show; that Premier RN spoke with WG at the National Franchise Show and directed him to Conner and FMS; and that FMS and Conner handled the discussions with WG.

21. The Securities Commissioner has determined that Premier RN sold an unregistered franchise to T&T Adventures and offered an unregistered franchise to WG.

22. Although Premier RN gave T&T Adventures an FDD before T&T Adventures entered into its Franchise Agreement with Premier RN, and Premier RN gave WG an FDD during the offer process, the FDDs were not reviewed by the Securities Division or registered under the Maryland Franchise Law.

23. In the August 15, 2024 Letter, counsel for Premier RN represents that Premier RN

has terminated its relationship with FMS and Conner and that Premier RN has retained new legal counsel with experience in franchise disclosure and registration laws to provide guidance on franchise compliance.

24. Premier RN represents that, other than the sale of a franchise to T&T Adventures and the offer of a franchise to GW, Premier RN did not offer or sell a franchise in Maryland or to any Maryland residents.

25. Premier RN represents and agrees that, in the future, it will comply with all provisions under the Maryland Franchise Law.

III. CONCLUSIONS OF LAW

26. By engaging in the above activities, the Securities Commissioner has concluded that Premier RN violated sections 14-214, 14-216, and 14-231 of the Maryland Franchise Law.

IV. ORDER AND CONSENT

27. THE SECURITIES COMMISSIONER HEREBY ORDERS AND PREMIER RN HEREBY CONSENTS AND REPRESENTS AS FOLLOWS:

A. Within ten (10) days of its receipt of a fully executed Consent Order of the Securities Commissioner, Premier RN shall send to T&T Adventures the following: (i) a copy of this Consent Order; and (ii) a letter, in substantially the form attached to this letter as Exhibit 1, captioned "Notice of Rescission Rights," notifying T&T Adventures that it is being offered an opportunity to immediately rescind its Premier RN franchise agreement under the terms of this Consent Order and, if it opts to rescind, receive a refund of the initial fees it paid Premier RN and the amounts paid for any equipment or products T&T Adventures purchased from Premier RN if T&T Adventures returns, at the franchisor's expense, the equipment or product T&T Adventures received;

B. If T&T Adventures does not opt to rescind its Premier RN franchise agreement in response to Premier RN's Notice of Rescission rights, Premier RN shall diligently pursue its pending application to register the Premier RN franchise offering under the Maryland Franchise Law. For purposes of this Consent Order, "diligently pursue" means that an applicant submits a substantive response to each Securities Division comment letter regarding a registration application no later than 30 days after the applicant's receipt of that comment letter;

C. If T&T Adventures does not opt to rescind the franchise agreement in response to the Notice of Rescission Rights, and Premier RN fails to register its franchise offering with the Securities Division as required under this Agreement as of six (6) months from the date of this Agreement ("Due Date"), Premier RN shall be assessed an additional civil monetary penalty in the amount of One Thousand Dollars ($1,000.00) due and payable within fifteen (15) days after the Due Date, which civil penalty amount shall continue to increase by $250.00 ("Additional Penalty") for every additional month after the Due Date so long as Premier RN has not obtained a registration of its franchise offering with the Securities Division. If Premier RN is not registered as required under this Agreement after seven months, an Additional Penalty shall be due and payable by the fifteenth (15) day of the eighth month after the date of this Agreement, and on the 15th day of each succeeding month so long as Premier RN is not registered as required under this Agreement. If Premier RN fails to make timely payments to the Office of the Attorney General as required under this Agreement, and payments are delinquent for more than sixty (60) days, the Office of the Attorney General may refer collection of the monies due under this Consent Order to the Central Collections Unit ("CCU") of the State of Maryland. If a referral is made, any fee assessed by CCU shall be in addition to, and not offset, the balance of the civil monetary penalty owed to the Securities Division;

D. Within ten (10) days of notification by the Securities Division that Premier RN's franchise offering is effectively registered for use in Maryland, Premier RN shall send to T&T Adventures the following: (i) a copy of an effectively registered Maryland FDD; and (ii) a letter, in substantially the form attached to this letter as Exhibit 2 captioned "Offer to Rescind Franchise," notifying T&T Adventures that it is being given a second opportunity to rescind its Premier RN Franchise Agreement under the terms of this Consent Order;

E. The Securities Commissioner had determined that Premier RN's offer of a franchise to T&T Adventures in the form of the Notice of Rescission Rights described in this Consent Order is exempt from the registration provisions of the Maryland Franchise Law;

F. Premier RN acknowledges that this Consent Order is a disclosable order as described under the Maryland Franchise Law and Item 3 of the NASAA Franchise Registration and Disclosure Guidelines and Amended FTC Franchise Rule.

V. JURISDICTION RETAINED

28. Jurisdiction shall be retained by the Securities Commissioner for such further orders and directions as may be necessary or appropriate for the construction or enforcement of

the Consent Order.

VI. CONSEQUENCES OF VIOLATING THIS CONSENT ORDER

29. If Premier RN fails to comply with any term of this Consent Order, the Securities Division may bring administrative or judicial proceedings against them to enforce this Consent Order or to sanction them for violating an order of the Securities Commissioner and may take any other action authorized under the Maryland Franchise Law or any other applicable law. In any such proceeding in which, after an opportunity for a hearing, the Securities Commissioner or a court finds that Premier RN violated this Consent Order, the Statement of Facts and the violations of the Maryland Franchise Law alleged in the Consent Order shall be deemed admitted and may be introduced into evidence against it.

VII. MODIFICATION OF CONSENT ORDER

30. The terms of this Consent Order may be modified only by a subsequent order issued by the Securities Commissioner.

DATE OF THIS ORDER;

September 27, 2024

SO ORDERED:

Commissioner's Signature on File w/Original Documents

MELANIE SENTER LUBIN
SECURITIES COMMISSIONER

BY CONSENT:

Premier RN LLC

By: Suzanne Hanas, RN BSN- CEO/Owner

FORM
(On Company Letterhead)

BY FEDERAL EXPRESS

Re: **[Company] Notice of Rescission Rights**

Dear _____:

In accordance with discussions our attorneys have had with the Securities Division of the Office of the Attorney General of Maryland, [Insert Name of Company] ("we") have agreed under the attached Consent Order to offer rescission to any Maryland residents who entered into Franchise Agreement(s) with us in violation of the registration and disclosure provisions of the Maryland Franchise Law. We are making this offer in settlement of the administrative proceeding that the Division may bring for the alleged sale of a franchise in violation of the Maryland Franchise Law, and this offer does not affect any civil liability for which we may be responsible.

If you elect to rescind and terminate your Franchise Agreement, we agree to cancel your Franchise Agreement, including all post-term and non-competition obligations you may have to us under that Franchise Agreement. You also will give up any rights to use our trademarks and system and be obligated to refrain from using and disclosing any of our trade secrets and any of our confidential and proprietary information

In the event you rescind, we will return to you the initial franchise fees you paid us under your Franchise Agreement and if applicable, give you a full refund of the cost you paid us for any equipment package or product you purchased from us, if you return the equipment/product to us, at our expense. We will refund the initial franchise fee you paid to us within 31 days after we receive your Acceptance of Offer to Rescind, and we will refund the price of the equipment/product within 31 days of receiving the equipment.

If you do not rescind your franchise agreement now, you will be given a second opportunity to rescind your franchise agreement, after we have completed the franchise registration process. When that registration is complete, we will send you a copy of a Maryland registered Franchise Disclosure Document and a new letter offering to rescind your franchise agreement under the same terms outlined in this letter.

This offer will remain open for thirty (30) days from the date you receive this letter. Please check the appropriate place below and return a signed copy of this letter to me within the time period. If you have any questions, please contact Tade Osikomaiya, Assistant Attorney General, at the Division (410-576-7039).

Sincerely,

_____

[The Company]

cc: Consent Order

ACCEPTANCE OR REFUSAL OF OFFER TO RESCIND FRANCHISE AGREEMENT

1. I, the undersigned, acknowledge that I have read the preceding Notice of Rescission Rights for Franchise Agreement and understand its contents.

2. I understand that I have not waived my rights under the Maryland Franchise and Disclosure Law by signing this document.

3. I hereby make the following choice to accept or refuse your offer to rescind my Franchise Agreement:

CHECK ONE

_____ I hereby **accept** your offer of rescission and agree to not use your trademarks and system and to not use or disclose to anyone the trade secrets and confidential and proprietary information that we obtained from you. Please contact me to arrange for the return to you of the equipment from my Equipment Package.

_____ I do not accept your offer of rescission. I wish to remain a franchisee under my Franchise Agreement at this time. I understand that I will be given a second opportunity to rescind my franchise once the franchisor has registered the franchise offering with the securities Division under the Maryland Franchise Law.

_____ _____

Date Franchisee

FORM
(On Company Letterhead)

BY FEDERAL EXPRESS

Re: **[Company] Offer to Rescind Franchise Agreement**

Dear _____:

As you recall, [Insert Name of Company] ("we") agreed to offer rescission to you of your franchise agreement with us. You previously received a "Notice of Rescission Rights" from us offering to rescind your franchise agreement immediately. Now that we have completed the registration of our franchise offering, we are giving you this second opportunity to rescind your franchise. This offer of rescission is made in settlement of the administrative proceeding that the Securities Division may bring for the sale of a franchise in violation of the Maryland Franchise Law and does not affect any civil liability for which we may be responsible.

If you elect to rescind and terminate your Franchise Agreement, we agree to cancel your Franchise Agreement, including all post-term and non-competition obligations you may have to us under that Franchise Agreement. You also will give up any rights to use our trademarks and system and be obligated to refrain from using and disclosing any of our trade secrets and any of our confidential and proprietary information

In the event you rescind, we will return to you the initial franchise fees you paid us under your Franchise Agreement and if applicable, give you a full refund of the cost you paid us for any equipment package/product you purchased from us, if you return the equipment/product to us, at our expense. We will refund the initial franchise fee you paid to us within 31 days after we receive your Acceptance of Offer to Rescind, and we will refund the price of the equipment package/product within 31 days of receiving the equipment.

If you consider remaining a franchisee under your current franchise agreement, we are including a franchise disclosure document regarding that franchise offering that you should review before making that decision.

This offer will remain open for thirty (30) days from the date you receive this letter. Please check the appropriate place below and return a signed copy of this letter to me within the time period. If you have any questions, please contact Tade Osikomaiya, Assistant Attorney General, at the Division (410-576-7039).

Sincerely,

_____

[The Company]

cc: Franchise Disclosure Document

ACCEPTANCE OR REFUSAL OF OFFER TO RESCIND FRANCHISE AGREEMENT

1. I, the undersigned, acknowledge that I have read the preceding Offer to Rescind Franchise Agreement and understand its contents.

2. I understand that I have not waived my rights under the Maryland Franchise and Disclosure Law by signing this document.

3. I hereby make the following choice to accept or refuse your offer to rescind my franchise agreement:

CHECK ONE

_____ I hereby **accept** your offer of rescission and agree to not use your trademarks, patents, and system and to not use or disclose to anyone the trade secrets, and confidential and proprietary information that we obtained from you. Please contact me to arrange for the return to you of the equipment/product

_____ I do **not accept** your offer of rescission. I wish to remain a franchisee under my franchise agreement.

Date:_____ _____

Franchisee