

ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF MARYLAND

In the Matter of:

*

**Supreme Service Solutions, Inc., dba
Supreme Deli,**

*

Case No. 2025-0242

*

Respondent.

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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 Supreme Service Solutions, Inc., d.b.a. Supreme Deli (“Supreme”) under the authority granted under the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. Sections 14-201 et seq. (2024 Repl. Vol.) (the “Maryland Franchise Law”); and

WHEREAS, the Maryland Securities Commissioner (“Securities Commissioner”) found grounds to allege that Supreme Deli violated the registration and disclosure provisions of the Maryland Franchise Law in connection with the sale of a franchise in the form of an Independent Contractor Agreement; 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 Supreme admitting or denying any violation of law, the Securities Commissioner and Supreme have reached an agreement to enter into this Consent Order; and

WHEREAS, Supreme 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 and over Supreme pursuant to Section 14-210 (a) of the Maryland Franchise Law.

II. FINDINGS OF FACT

2. Supreme is a Texas corporation with a principal place of business at 251 Renner Pkwy, Richardson, Texas 75080.

3. Supreme offers and sells franchises for the operation of food kiosks and workspaces that prepare and sell sandwiches, salads, paninis, deli platters, and other deli meats and cheese products. Supreme franchisees operate their businesses from kiosks in the customer facing part of commercial establishments (including supermarkets, hotels, cafeterias and university facilities) and from dedicated workspaces and shelf spaces in the non-customer facing part of those establishments.

4. On December 14, 2023, Supreme filed an initial application with the Securities Division to register the Supreme Deli franchise offering under the Maryland Franchise Law.

5. On January 10, 2024, the Securities Division issued a comment letter outlining deficiencies in Supreme's registration application.

6. On July 9, 2024, Supreme sent an email notifying the Securities Division that Supreme was changing the tradename of its franchise offering and advising the Securities

Division that Supreme would file a new franchise disclosure document (“FDD”) reflecting the new tradename.

7. On January 14, 2025, Supreme responded to the Securities Division’s original January 12, 2024 comment letter with a corrected Franchise Disclosure Document (“FDD”) addressing the Securities Division’s comments.

8. On January 15, 2025, the Securities Division responded to Supreme’s January 14, 2025 filing of the corrected and updated January 2025 FDD and requested, among other things, that Supreme provide an undertaking that the franchisor did not offer or sell franchises in Maryland or to any Maryland resident during the time the franchisor was not effectively registered under the Maryland Franchise Law. The Securities Division also advised Supreme that, due to the length of time the application had been pending registration, the franchisor could either cure all deficiencies in the application or submit a new application.

9. In March 2025, Supreme withdrew its franchise registration application in Maryland. Supreme then filed a new application with its current, revised FDD to register the Supreme Deli franchise offering under the Maryland Franchise Law.

10. On June 2, 2025, Supreme advised the Securities Division that Supreme had entered into an independent contractor agreement with a Maryland resident to operate a Supreme Deli business in Maryland prior to registering the Supreme franchise offering under the Maryland Franchise Law.

11. Specifically, Supreme acknowledged to the Securities Division that on August 4, 2023, Supreme entered into an Independent Contractor Agreement (“Original Agreement”) with “SLSH,” a resident of Catonsville, Maryland, for the right to operate a Supreme Deli business at a supermarket deli kiosk located in Eldersburg, MD. The term of the Original Agreement

between Supreme and SLSH was for a one-year period ending August 6, 2024.

12. Supreme's Original Agreement with SLSH required Supreme to pay SLSH a franchise sign-up fee of \$3,000, a management fee of \$25 weekly, and 80% of the gross proceeds from the sale of sandwich products sold at SLSH's designated location, less the purchase price for those products.

13. Under the Original Agreement, SLSH's work was subject to Supreme's right of inspection and supervision. Supreme also reserved the right to inspect SLSH's books and records, and Supreme provided SLSH with an Operation and Training Manual and a Code of Conduct.

14. On August 29, 2024, after SLSH's Original Agreement had expired, SLSH entered into a second Independent Contractor Agreement ("Renewal Agreement") with Supreme under similar terms as the Original Agreement, although under the Renewal Agreement, SLSH was to receive 70% of the proceeds of the sale of sandwich products, pay Supreme a \$3,000 renewal fee, a \$100/month label machine fee, and a management fee of \$25 weekly.

15. Both SLSH's Original Agreement and Renewal Agreement provide that, unless one of the parties cancels the agreement within sixty (60) days prior to the end of the term, the agreement shall be automatically renewed for an additional term of one year.

16. SLSH's Renewal Agreement is set to expire on August 6, 2025. SLSH did not notify Supreme that SLSH opted to cancel the Renewal Agreement within sixty (60) days prior to the end of the term of that Renewal Agreement.

17. The Securities Commissioner has determined that the Original Agreement and Renewal Agreement that Supreme entered into with SLSH are "franchises" under the Maryland Franchise Law.

18. Supreme was not registered with the Securities Division to offer and sell franchises under the Maryland Franchise Law at the time it entered into the Original Agreement and Renewal Agreement with SLSH.

19. Supreme did not give a copy of an FDD required under the Maryland Franchise Law prior to the offer and the sale of a franchise to SLSH.

20. Supreme represents that, other than the sale of the Original Agreement and the Renewal Agreement to SLSH described in this Consent Order, Supreme did not offer or sell any Independent Contractor Agreements or franchises in Maryland or to any Maryland residents.

21. Supreme represents and agrees that, in the future, it will comply with all provisions under the Maryland Franchise Law.

III. CONCLUSIONS OF LAW

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

IV. ORDER AND CONSENT

23. THE SECURITIES COMMISSIONER HEREBY ORDERS AND SUPREME HEREBY CONSENTS AND REPRESENTS AS FOLLOWS:

- A. Supreme shall immediately and permanently cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Law;
- B. Within ten (10) days of its receipt of a fully executed Consent Order of the Securities Commissioner, Supreme shall send by Federal Express to SHSL 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 "Rescission Offer," notifying SHSL that she is being offered an opportunity to immediately rescind her Supreme Renewal Agreement under the terms of this Consent Order and, if she opts to rescind, receive a refund of the renewal fee she paid Supreme, and if applicable, the amount she paid Supreme for

products and equipment she purchased from Supreme as of the date of acceptance of the rescission offer if she returns, at Supreme's expense, the products and equipment she received as part of her Renewal Agreement;

- C. The Securities Commissioner had determined that Supreme's offer of a franchise to SLSH in the form of the Rescission Offer described in this Consent Order is exempt from the registration provisions of the Maryland Franchise Law;
- D. Supreme shall remit to the Office of Attorney General, as a civil monetary penalty, the sum of One Thousand Dollars (\$1,000.00); and
- E. Supreme 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

24. 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

25. If Supreme 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 Supreme 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

26. The terms of this Consent Order may be modified only by a subsequent order

issued by the Securities Commissioner.

DATE OF THIS ORDER;

September 17, 2025

SO ORDERED:

**Commissioner's Signature on File
w/Original Documents**

MELANIE SENTER LUBIN
SECURITIES COMMISSIONER

BY CONSENT:

Supreme Service Solutions, LLC,
dba Supreme Deli

By: Katie Aung
Title: Executive Chairperson

FORM
(On Company Letterhead)

BY FEDERAL EXPRESS

Re: **[Company] Offer to Rescind Independent Contractor Agreement**

Dear _____:

In accordance with discussions our attorneys have had with the Securities Division of the Office of the Attorney General of Maryland, which has alleged that our Independent Contractor Agreement is a “franchise,” [Insert Name of Company] ("we") have agreed under the attached Consent Order to offer rescission to any Maryland residents who entered into Independent Contractor 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 Securities 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, we agree to cancel your Independent Contractor Agreement, including voiding all post-term and non-competition obligations you may have to us under that Independent Contractor Agreement. You 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 renewal fee you paid us under your Independent Contractor Agreement and, if applicable, give you a full refund of the cost you paid us for any equipment package/products you purchased from us, if you return the equipment/product to us, at our expense.

We will refund the renewal 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/products within 31 days of receiving the equipment or products.

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 Securities Division (410-576-7039).

Sincerely,

[The Company]

ACCEPTANCE OR REFUSAL OF OFFER TO RESCIND INDEPENDENT CONTRACTOR AGREEMENT

1. I, the undersigned, acknowledge that I have read the preceding Offer to Rescind Independent Contractor Agreement and understand its contents.
2. I understand that I have not waived my rights under the Maryland Franchise Registration and Disclosure Law by signing this document.
3. I hereby make the following choice to accept or refuse your offer to rescind my Independent Contractor 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. If applicable, please contact me to arrange for the return to you of equipment/product.

_____ I do **not accept** your offer of rescission. I wish to remain an independent contractor under my Independent Contractor Agreement. Once the company has registered its franchise offering under the Maryland Franchise Law, I understand that the company may offer to sell me a franchise, but I am under no obligation to purchase a franchise from the company.

Date: _____

Contractor/Franchisee