

ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF MARYLAND

IN THE MATTER OF:

Glo Tanning Franchise LLC,

Respondent.

Case No. 2025-0409

* * * * *

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 Glo Tanning Franchise LLC (“Glo Tanning”) under the authority granted under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §14-201 et seq. (2024 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 Glo Tanning violated the registration and disclosure provisions of the Maryland Franchise Law in relation to the offer and sale of one or more franchise(s) 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 Glo Tanning admitting or denying any violation of law, the Securities Commissioner and Glo Tanning have reached an agreement to enter into this Consent Order; and

WHEREAS, Glo Tanning 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

A. Respondent

2. Glo Tanning is an Oklahoma limited liability company with a principal business address of 12335 N. Rockwell Ave., Oklahoma City, Oklahoma 73170.

3. Onyi Odunukwe is the co-founder and chief executive officer of Glo Tanning.

4. Glo Tanning offers and sells franchises for the operation of a tanning salon featuring tanning services, tanning equipment, skin care products and beauty products, together with related services, products, merchandise, and accessories.

5. On July 21, 2025, Glo Tanning filed with the Securities Division an initial application to register its franchise offering under the Maryland Franchise Law.

6. On August 15, 2025, the Securities Division reviewed Glo Tanning's initial application and issued comments that the franchisor needed to address before the Securities

Division would register Glo Tanning's franchise offering ("August 15, 2025 Comment Letter").

7. Among the comments the Securities Division made in the August 15, 2025 Comment Letter were: (i) 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; (ii) to submit to the Division a detailed explanation of the facts and circumstances surrounding each offer and/or sale made during the period the franchisor was not effectively registered under the Maryland Franchise Law; and (iii) to provide any documentation related to each offer and/or sale including copies of all promotional or sales literature given to each Maryland franchisee, copies of all agreements executed by each Maryland franchisee, copies of any disclosure documents given to each Maryland franchisee and copies of any rescission offers made to each Maryland franchisee.

B. The Glo Tanning Maryland Franchise Agreements

8. On September 17, 2025, Glo Tanning represented to the Securities Division that on or around March 11, 2024, Glo Tanning entered into fifteen (15) franchise agreements and conversion addenda with entities owned by "TG" a resident of Fallston, Maryland, to convert TG's existing Hollywood Tan tanning salons to Glo Tanning tanning salons.

9. Specifically, Glo Tanning represents that it entered into the following franchise agreements and conversion addenda (collectively "Maryland Franchise Agreements") with each of the following entities ("Maryland Franchisees") in the following locations ("Maryland Franchises"):

- i. HTBELAIR, LLC for the right to own and operate a Glo Tanning salon in Bel Air, Maryland;
- ii. HT Denton, LLC for the right to own and operate a Glo Tanning salon in

- Denton, Maryland;
- iii. HT Edgewater, LLC for the right to own and operate a Glo Tanning salon in Edgewater, Maryland;
 - iv. HTHVMD, LLC for the right to own and operate a Glo Tanning salon in Hunt Valley, Maryland;
 - v. Perry Hollywood, LLC for the right to own and operate a Glo Tanning salon in Nottingham, Maryland;
 - vi. Hollywood Burn, LLC for the right to own and operate a Glo Tanning salon in Middle River, Maryland;
 - vii. HTSPMD, LLC for the right to own and operate a Glo Tanning salon in Severna Park, Maryland;
 - viii. HT Westminster, LLC for the right to own and operate a Glo Tanning salon in Westminster, Maryland;
 - ix. TGDM Dover, LLC for the right to own and operate a Glo Tanning salon in Dover, Delaware;
 - x. HT Kirkwood, LLC for the right to own and operate a Glo Tanning salon in Wilmington, Delaware;
 - xi. HT Newark, LLC for the right to own and operate a Glo Tanning salon in Newark, Delaware;
 - xii. HT Port Richmond, LLC for the right to own and operate a Glo Tanning salon in Port Richmond, Pennsylvania;
 - xiii. HT Glendolden, LLC for the right to own and operate a Glo Tanning salon in Glenolden, Pennsylvania;

xiv. HT Thorndale, LLC for the right to own and operate a Glo Tanning salon in Thorndale, Pennsylvania;

xv. HT South Jersey, LLC for the right to own and operate a Glo Tanning salon in West Berlin, New Jersey;

10. Glo Tanning further represents that each of the Maryland Franchises, with the exception of TGDM Dover, LLC, is operational as of the date of this Consent Order and operating under the Glo Tanning name and brand.

11. The Securities Commissioner has determined that the Maryland Franchise Agreements with each of the above Maryland Franchisees are “franchises” under the Maryland Franchise Law.

12. Glo Tanning has never registered with the Securities Division to offer and sell franchises under the Maryland Franchise Law.

13. Glo Tanning did not provide a copy of a franchise disclosure document (“FDD”) and/or of each agreement that relates to the sale of the franchise at least 14 calendar days prior to the offers and sales of the Glo Tanning franchise to the Maryland Franchisee, as required under the Maryland Franchise Law.

C. Representations by Glo Tanning

14. Glo Tanning represents that, other than the sale of Franchise Agreements to the Maryland Franchisees described in this Consent Order, Glo Tanning did not offer or sell a franchise in Maryland or to any Maryland residents.

15. Glo Tanning represents that it did not provide any promotional or sales literature materials to the Maryland Franchisees or to any Maryland residents.

16. Glo Tanning represents and agrees that, in the future, it will comply with all

provisions under the Maryland Franchise Law.

III. CONCLUSIONS OF LAW

17. By engaging in the above activities, the Securities Commissioner has concluded that Glo Tanning violated sections 14-214, 14-215, 14-216, and 14-223 of the Maryland Franchise Law.

IV. ORDER AND CONSENT

18. THE SECURITIES COMMISSIONER HEREBY ORDERS AND GLO TANNING HEREBY CONSENTS AND REPRESENTS AS FOLLOWS:

- A. Glo Tanning 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, Glo Tanning shall send by mail or electronically, in each case with applicable tracking/recipient documentation to the Maryland Franchisee, 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 each Maryland Franchisee that it is being offered an opportunity to immediately rescind each Franchise Agreement under the terms of this Consent Order and, if the Maryland Franchisee opts to rescind, receive a refund of the initial fees it paid Glo Tanning, if any, and if applicable, the amount it paid Glo Tanning for products and equipment it purchased from Glo Tanning and its affiliates as of the date of acceptance of the rescission offer if they return, at Glo Tanning’s expense, the products and equipment it received as part of its purchase of the Maryland Franchise Agreement(s);
- C. If the Maryland Franchisees do not opt to rescind any of the Franchise Agreement(s) in response to Glo Tanning’s Notice of Rescission Rights, Glo Tanning shall diligently pursue its application to register the Glo Tanning franchise offering under the Maryland Franchise Law. Glo Tanning will also prepare and submit a one-page cover letter (“Cover Letter”) with the application, for approval by the Securities Division, which Cover Letter shall describe the differences between the Franchise Agreements signed by the Maryland Franchisee and the Glo Tanning franchise offering to be registered with the Securities Division. 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;

- D. If the Maryland Franchisees do not opt to rescind any of the Franchise Agreement(s) in response to the Notice of Rescission Rights, and Glo Tanning fails to register its franchise offering with the Securities Division and obtain approval for the Cover Letter as required under this Consent Order within nine (9) months from the date of this Consent Order ("Due Date"), Glo Tanning 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 \$1,000.00 ("Additional Penalty") for every additional month after the Due Date so long as Glo Tanning has not obtained a registration of its franchise offering with the Securities Division. If Glo Tanning is not registered as required under this Consent Order after seven months, an Additional Penalty shall be due and payable by the fifteenth (15th) day of the eighth month after the date of this Agreement, and on the 15th day of each succeeding month so long as Glo Tanning is not registered as required under this Consent Order. If Glo Tanning fails to make timely payments to the Office of the Attorney General as required under this Consent Order, 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;
- E. If Glo Tanning is required to register its franchise offering under Paragraph (C) above, within ten (10) days of notification by the Securities Division that the Glo Tanning franchise offering is effectively registered for use in Maryland and the Cover Letter is approved, Glo Tanning shall send by mail or electronically, in each case with applicable tracking/recipient documentation to the Maryland Franchisee, the following: (i) a copy of an effectively registered Maryland FDD; (ii) a copy of the Cover Letter approved by the Securities Division; and (iii) a letter, in substantially the form attached to this letter as Exhibit 2 captioned "Offer to Rescind Franchise Agreement," notifying the Maryland Franchisee that it is being given a second opportunity to rescind its Glo Tanning Franchise Agreement(s) under the terms of this Consent Order;
- F. The Securities Commissioner had determined that the initial Glo Tanning offer of a franchise to the Maryland Franchisee 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;
- G. Glo Tanning shall remit to the Office of Attorney General, as a civil monetary penalty, the sum of Fifteen Thousand Dollars (\$15,000.00); and

- H. Glo Tanning 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

19. 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

20. If Glo Tanning fails to comply with any term of this Consent Order, the Securities Division may bring administrative or judicial proceedings against Glo Tanning to enforce this Consent Order or to sanction Glo Tanning 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 Glo Tanning 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

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

DATE OF THIS ORDER;

December 22, 2025

SO ORDERED:

Commissioner's Signature on File
w/Original Documents

MELANIE SENTER LUBIN
SECURITIES COMMISSIONER

BY CONSENT:

Glo Tanning Franchise LLC

By: Onyi Odunukwe
Co-Founder and CEO

FORM
(On Company Letterhead)

VIA [INSERT DELIVERY METHOD]
TO [INSERT FULL ADDRESSEE INFORMATION]

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 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 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 fees you paid us under your Franchise Agreement, if any, and, if applicable, give you a full refund of the cost you paid us for any equipment or products you purchased from us, if you return the equipment/products to us, at our expense. We will refund the initial fees 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/products within 31 days of receiving the equipment or products.

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 ("FDD"), a new letter offering to rescind your franchise agreement under the same terms outlined in this letter, and a Cover Letter outlining the differences between the franchise offering described in the FDD and your existing Franchise Agreement.

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]

Enclosed: 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 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 Agreement once the franchisor has registered its franchise offering with the Securities Division under the Maryland Franchise Law.

Date

Franchisee

FORM

(On Company Letterhead)

VIA [INSERT DELIVERY METHOD]

TO [INSERT FULL ADDRESSEE INFORMATION]

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 Agreement. 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 fees you paid us under your Franchise Agreement, if any, and, if applicable, give you a full refund of the cost you paid to 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 initial 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.

If you consider remaining a franchisee under your current Franchise Agreement, we are including a franchise disclosure document ("FDD") regarding that franchise offering that you should review before making that decision, and a Cover Letter outlining the differences between the franchise offering described in the FDD and your existing Franchise Agreement. You are not required to sign the new Franchise Agreement described in the FDD if you wish to remain as a franchisee under your existing Franchise Agreement.

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]

Enclosed: Franchise Disclosure Document and Cover Letter

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 Registration 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