

**ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF MARYLAND**

In the Matter of:

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MYDOJO MARTIAL ARTS AND
FITNESS LIMITED LIABILITY
COMPANY,
d.b.a. MYDOJO MARTIAL ARTS,

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and

Case Number 2025-0259

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VINCENT HOLMES,

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Respondents,

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**FINAL ORDER
TO CEASE AND DESIST**

WHEREAS, the Securities Division of the Office of the Attorney General of Maryland (the “Securities Division”), pursuant to the authority granted under the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §§14-201 et seq. (2024 Repl. Vol.) (the “Maryland Franchise Law”), initiated an investigation into the franchise-related activities of MyDojo Martial Arts and Fitness Limited Liability Company, d.b.a. MyDojo Martial Arts (“MyDojo Martial Arts”), and Vincent Holmes (“Holmes”) (collectively “Respondents”); and

WHEREAS, based on the investigation of the Securities Division, the Maryland Securities Commissioner (the “Commissioner”) concluded that grounds existed to allege that Respondents violated and may continue to violate the registration, disclosure, and anti-fraud provisions of the Maryland Franchise Law in relation to offers to sell and sales of MyDojo Martial Arts franchises in Maryland; and

WHEREAS, on December 31, 2025, the Commissioner issued a Summary Order to

Cease and Desist and Order to Show Cause (“December 2025 Show Cause Order”) against Respondents, which is incorporated by reference, ordering Respondents to immediately cease and desist from the offer to sell or sale of any MyDojo Martial Arts franchise in or from Maryland or to any Maryland residents and to show cause why a final order should not be entered against each Respondent, ordering that Respondent to cease and desist from offering or selling MyDojo Martial Arts franchises in violation of the Maryland Franchise Law; and

WHEREAS, the December 2025 Show Cause Order gave Respondents notice of the opportunity for a hearing in this matter, if requested in writing, within fifteen (15) days of service, and further gave notice that if a respondent did not file an answer, including a request for a hearing, the Commissioner would enter a final order directing that respondent to permanently cease and desist from violating an order of the Commissioner; and

WHEREAS, on or about December 31, 2025, a copy of the December 2025 Show Cause Order was mailed to Respondent Holmes at his last known address via USPS certified mail; and

WHEREAS, on or about January 14, 2026, a copy of the December 2025 Show Cause Order was served on Respondent MyDojo Martial Arts’ registered agent via USPS certified mail; and

WHEREAS, the December 2025 Show Cause Order was posted on the website of the Maryland Attorney General under “Securities Division Administrative Actions;” and

WHEREAS, to date, neither MyDojo Martial Arts nor Holmes has filed an answer to the December 2025 Show Cause Order or a request for a hearing on the December 2025 Show Cause Order, thereby waiving their respective rights to a hearing; and

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

NOW, THEREFORE, pursuant to section 14-210 of the Maryland Franchise Law, the Commissioner FINDS, CONCLUDES, AND ORDERS:

I. JURISDICTION

1. The Commissioner has jurisdiction in this proceeding and over Respondents pursuant to sections 14-210(a), 14-203(a) and 14-203(b) of the Maryland Franchise Law.

II. FINDINGS OF FACT

A. Respondents

2. MyDojo Martial Arts and Fitness Limited Liability Company (“MyDojo”) is a Maryland limited liability company doing business as MyDojo Martial Arts that has or had a principal business address of 16701 Melford Blvd, Suite 400, Bowie, MD 20715.

3. MyDojo specializes in martial arts training suitable for all ages, focusing on overall fitness for the entire family, under the name “MyDojo Martial Arts.”

4. MyDojo also offers and sells licenses for a MyDojo Martial Arts studio that offers martial arts training.

5. The Internet website www.mydojomartialarts.com (“MyDojo website”) has promoted the sale of MyDojo Martial Arts businesses to individuals that are “interested in running [their] own studio alongside MyDojo.”

6. The MyDojo website stated that MyDojo had eight locations in five states.

7. The MyDojo website also stated that there were two MyDojo outlets located in Maryland (Lansdowne and Upper Marlboro).

8. Vincent Holmes (“Holmes”) represents himself as the CEO and owner of MyDojo.

9. Upon information and belief, Holmes is a martial arts coach who is (or, during the time periods relevant to the activities described in Part B “Offer and Sale of Unregistered

Franchise in Maryland” below, was) a resident of Maryland.

10. As of as of December 1, 2025, there is a registration pending with the U.S. Patent and Trademark Office for the “MYDOJO” trademark by Studio Sites, Inc., a New York corporation with a principal business address of 178 Columbus Avenue #237190, New York, NY 10023.

11. The previous owner of the “MYDOJO” trademark was MyDojo Marketing, LLC, a Texas limited liability company with a principal business address of 1600 Keystone Drive Friendswood, TX 77546. Holmes is listed on the Texas Comptroller website as the registered agent for MyDojo Marketing, LLC with a mailing address of 1600 Keystone Drive Friendswood, TX 77546.

12. According to the U.S. Patent and Trademark Office, the “MYDOJO” trademark was registered on May 16, 2017 and cancelled on December 1, 2023 because the registrant did not file required documentation.

B. Offer and Sale of Unregistered Franchise in Maryland

13. “Prisca O,” a resident of Maryland, entered into the following license agreements with MyDojo (each, a “License Agreement”) for the right to own and operate a business of martial arts schools under the name “MyDojo Martial Arts”:

- a) on or around April 26, 2023 for the right to own and operate a MyDojo Martial Arts business located in Baltimore, MD;
- b) on or around September 22, 2023 for the right to own and operate a MyDojo Martial Arts business located at 9025 S Texas 6, Houston, TX 77083;
- c) on or around October 4, 2023 for the right to own and operate a MyDojo Martial Arts business located at 327 Montrose Ave, Laurel, MD 20707; and
- d) on or around October 12, 2023 for the right to own and operate a MyDojo Martial Arts business located at 2970 Belcrest Center Dr, Hyattsville, MD 20782.

14. Each License Agreement was signed by Holmes, as CEO of MyDojo.

15. Each License Agreement was for a MyDojo Martial Arts licensed outlet to be located inside an L.A. Fitness health club.
16. Under each License Agreement, Prisca O agreed to pay MyDojo an initial license fee of \$50,000 and an ongoing royalty to MyDojo of 35% per month.
17. Under each License Agreement, Prisca O agreed to pay Fitness International, LLC 5% of the overall monthly gross.
18. Fitness International, LLC or its subsidiary owns and operates the L.A. Fitness and other health club brands.
19. The License Agreements granted Prisca O the right to use certain trade names, service marks, trademarks, and logos, including the mark “MyDojo Martial Arts.”
20. Under the License Agreements, MyDojo was to provide quality control of the MyDojo Martial Arts business (including by periodic inspections of the facilities).
21. Under the License Agreements, MyDojo was responsible for personnel, including managing the instructors, paying the salaries, wages, and other benefits due to the employees, and maintaining the liability and workers compensation insurance for each licensed facility.
22. Under the License Agreements, MyDojo was also responsible for providing setup and launch support during the 45-day pre-enrollment period and ongoing marketing support, including an online sales funnel website and landing page creation, integrated lead technology, and continued technological progression to add to the curriculum, member management system, and overall daily operations.
23. Under the License Agreements, MyDojo was responsible for paying the rent of the licensed facility to L.A. Fitness if monthly gross revenues were below \$20,000.
24. Under the License Agreements, Prisca O (the licensee) was responsible for paying the rent of the licensed facility to L.A. Fitness if monthly gross revenues were \$20,000 or

greater.

25. The License Agreements were not signed by L.A. Fitness.
26. Upon information and belief, MyDojo managed all aspects of the relationship with L.A. Fitness with respect to the licensed facility space(s).
27. Prior to entering into the License Agreements, Prisca O had frequent contact with Holmes to discuss the business model of MyDojo.
28. Prior to entering into the License Agreements, MyDojo represented to Prisca O that 65% of open MyDojo Martial Arts outlets earned \$20,000 of profit monthly.
29. Prior to entering into the License Agreements, MyDojo represented to Prisca O that an open MyDojo Martial Arts outlet in Dallas was successful.
30. Under the License Agreements, Prisca O agreed to operate her MyDojo Martial Arts outlets in conformity with quality standards and specifications that MyDojo required.
31. Prisca O received operational specifications through weekly virtual meetings held by MyDojo and from MyDojo via email and text message, including pricing specifications, merchandise sales and interior design scheme.
32. Between April and October 2023, Prisca O wired to MyDojo \$200,000 for license fees related to the MyDojo Martial Arts License Agreements.
33. The bank accounts where Prisca O wired funds included (1) a Bank of America account linked to customer MYDOJO MARTIAL ARTS LLC with address at 16701 Melford Blvd., Ste. 400, Bowie, MD 20721 and (2) a Navy Federal Credit Union linked to a company address 16701 Melford Blvd., Ste. 400, Bowie, MD 20721.
34. MyDojo did not provide Prisca O with the training or support it agreed to provide under the License Agreements.
35. Prisca O never opened any of the MyDojo Martial Arts outlets described in her

License Agreements.

36. Each License Agreement that Prisca O signed to operate MyDojo Martial Arts outlets constitutes a “franchise” under the Maryland Franchise Law.

37. Respondent MyDojo has never been registered to offer or sell franchises under the Maryland Franchise Law.

C. Conclusions of Law

38. The Securities Commissioner concludes that: Respondents violated the registration provision of section 14-228 of the Maryland Franchise Law by offering and selling franchises in Maryland without registering the MyDojo Martial Arts franchise offering with the Securities Division.

39. Respondents violated section 14-223 of the Maryland Franchise Law by offering and selling franchises in Maryland without giving the prospective Maryland franchisees a copy of an offering prospectus required under section 14-216(a) of the Maryland Franchise Law and the Code of Maryland Regulations (“COMAR”) section 02.02.08.04.

40. Respondents violated section 14-229 of the Maryland Franchise Law by making material misrepresentations of fact and/or omission of material fact about the MyDojo Martial Arts franchise offering regarding the assistance that Respondents would and could provide to MyDojo Martial Arts franchisees to open their outlets.

41. Respondents violated section 14-229 of the Maryland Franchise Law by making omissions of material fact about the MyDojo Martial Arts franchise offering by failing to advise prospective franchisees that MyDojo Martial Arts was not registered to offer and sell franchises in Maryland.

42. Respondents violated section 14-229 of the Maryland Franchise Law and COMAR 02.02.08.16(D) by making, directly or indirectly, oral or written statements concerning

the potential earnings from operation of a franchise (“Earnings Claims”) to prospective franchisees about the MyDojo Martial Arts franchise offering, without making the required disclosures about the Earnings Claim in a Franchise Disclosure Document given to those prospective franchisees.

43. Respondents are in default and have waived their respective rights to a hearing in this matter.

44. Respondents violated sections 14-228, 14-223, and 14-229 of the Maryland Franchise Law and sections 02.02.08.04 and 02.02.08.16D of the Code of Maryland Regulations (“COMAR”).

III. SANCTIONS

NOW, THEREFORE, the Commissioner finds it to be in the public interest to issue this Final Order to Cease and Desist and HEREBY ORDERS THAT:

45. Respondents permanently cease desist from the offer and sale of franchises in violation of the Maryland Franchise Law.

IV. JURISDICTION RETAINED

46. Jurisdiction shall be retained by the Commissioner for such further orders and directions as may be necessary or appropriate for the construction or enforcement of this Final Order to Cease and Desist.

V. NOTICE OF APPEAL RIGHTS

47. Any respondent may appeal this Final Order to Cease and Desist to the appropriate Circuit Court of the State of Maryland within 30 days from the date this Final Order to Cease and Desist is mailed by the Securities.

SO ORDERED:

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

Dated: March 26, 2026

MELANIE SENTER LUBIN
SECURITIES COMMISSIONER