

ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF MARYLAND

IN THE MATTER OF:

**Valbridge Property Advisors
Franchising System, LLC,**

Respondent.

Case No. 2025-0382

* * * * *

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 Valbridge Property Advisors Franchising System, LLC (“Valbridge”) 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 Valbridge 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 Valbridge admitting or denying any violation of law, the Securities Commissioner and Valbridge have reached an agreement to enter into this Consent Order; and

WHEREAS, Valbridge 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. Valbridge is a Florida limited liability company with a principal business address of 11602 Lake Underhill Road, Suite 102, Orlando, Florida 32825, and a mailing address of 1250 Fairmont Avenue, Mt. Pleasant, South Carolina 29464.

3. Valbridge offers and sells franchises for the operation of a business that primarily appraises commercial, industrial, and residential real property, closely held businesses, and tangible property, such as furniture and equipment.

4. On September 23, 2013, Valbridge filed with the Securities Division an initial application to register its franchise offering under the Maryland Franchise Law (“September 2013 Application”). After Valbridge cured the deficiency comments noted by the Securities Division, on March 24, 2014, the franchise disclosure document (“FDD”) filed with the September 2013 Application was registered in Maryland.

5. Valbridge was, at various times, registered with the Securities Division to offer

and sell franchises under the Maryland Franchise Law from March 24, 2014, through May 29, 2020.

6. On June 21, 2022, Valbridge filed with the Securities Division an initial refile application to register its franchise offering under the Maryland Franchise Law (“June 2022 Application”). On July 28, 2022, the Securities Division issued a deficiency comment letter with deficiencies that the franchisor needed to address before the Securities Division would register Valbridge’s franchise offering (“July 28, 2022 Comment Letter”).

7. On January 27, 2023, the June 2022 Application was deemed abandoned due to no response received from Valbridge within 6 months after the July 28, 2022 Comment Letter.

8. On July 3, 2024, Valbridge filed with the Securities Division an initial refile application to register its franchise offering under the Maryland Franchise Law (“July 2024 Application”). On August 19, 2024, the Securities Division issued a deficiency comment letter with deficiencies that the franchisor needed to address before the Securities Division would register Valbridge’s franchise offering (“August 19, 2024 Comment Letter”).

9. On January 28, 2025, Valbridge submitted a response letter and cure (“January 2025 Cure”), but the January 2025 Cure did not address various deficiencies noted in the August 19, 2024 Comment Letter. On February 4, 2025, the Securities Division issued a deficiency comment letter with deficiencies that the franchisor needed to address before the Securities Division would register Valbridge’s franchise offering (“February 4, 2025 Comment Letter”).

B. The Valbridge Maryland License Agreements

10. The February 4, 2025 Comment Letter identified several deficiencies in Valbridge’s application, including a request for an explanation regarding Item 20 of the FDD, which reflected 43 franchised outlets at the beginning of 2023 and none at the end of 2023.

11. In a letter dated June 30, 2025, Valbridge’s counsel stated that Valbridge ceased offering franchises in 2023 and that many of Valbridge’s then former franchisees elected to enter into license agreements. Counsel further represented that Valbridge is now recommencing its franchisee system.

12. On July 16, 2025, the Securities Division requested copies of the license agreement for each Maryland franchisee that entered into a license agreement and became a licensee, as well as any license agreements with any Maryland resident or for any location within the State of Maryland.

13. Valbridge’s counsel represented to the Securities Division that, as part of the move from franchising to licensing described above, on or around March 31, 2023, Valbridge entered into a Trademark, Know-How, and Materials License Agreement (“License Agreement”) with D.B., a then resident of Baltimore County, Maryland (“Maryland Franchisee”). Valbridge’s counsel provided a copy of the License Agreement to the Securities Division.

14. The Securities Commissioner has determined that the License Agreement is a “franchise” under the Maryland Franchise Law.

15. Valbridge was not registered with the Securities Division to offer and sell franchises under the Maryland Franchise Law on or around March 31, 2023.

16. Valbridge did not provide a copy of a FDD to the Maryland Franchisee as required under the Maryland Franchise Law prior to the offer and sale of the License Agreement.

C. Representations by Valbridge

17. Valbridge represents that, other than the sale of the License Agreement to the Maryland Franchisee described in this Consent Order, it did not offer or sell a franchise or license agreement in Maryland, or to any Maryland residents, at a time when it was not

registered to offer and sell franchises.

18. Valbridge represents that it did not provide any promotional or sales literature materials to the Maryland Franchisee or to any Maryland residents.

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

III. CONCLUSIONS OF LAW

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

IV. ORDER AND CONSENT

21. THE SECURITIES COMMISSIONER HEREBY ORDERS AND VALBRIDGE HEREBY CONSENTS AND REPRESENTS AS FOLLOWS:

- A. Valbridge 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, Valbridge 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 License 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 Valbridge, if any, and if applicable, the amount it paid Valbridge for products and equipment it purchased from Valbridge and its affiliates as of the date of acceptance of the rescission offer if they return, at Valbridge's expense, the products and equipment it received as part of its purchase of the Maryland License Agreement(s);
- C. If the Maryland Franchisees do not opt to rescind any of the License Agreement(s) in response to Valbridge's Notice of Rescission Rights, Valbridge shall diligently pursue its application to register the Valbridge franchise offering under the Maryland Franchise Law. Valbridge 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 License Agreements signed by the Maryland Franchisee and the Valbridge 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 License Agreement(s) in response to the Notice of Rescission Rights, and Valbridge 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”), Valbridge 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 Valbridge has not obtained a registration of its franchise offering with the Securities Division; provided, however, that the Additional Penalty shall be tolled for each occurrence where the Securities Division does not respond to Valbridge’s registration application or follow-up cure within three (3) months after it is submitted to the Securities Division. If Valbridge is not registered as required under this Consent Order after nine (9) months, an Additional Penalty shall be due and payable by the fifteenth (15th) day of the tenth month after the date of this Agreement, and on the 15th day of each succeeding month so long as Valbridge is not registered as required under this Consent Order. If Valbridge 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 Valbridge is required to register its franchise offering under Paragraph (C) above, within ten (10) days of notification by the Securities Division that the Valbridge franchise offering is effectively registered for use in Maryland and the Cover Letter is approved, Valbridge 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 License Agreement,” notifying the Maryland Franchisee that it is being given a second opportunity to rescind its Valbridge License Agreement(s) under the terms of this Consent Order;

- F. The Securities Commissioner had determined that the initial Valbridge 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. Valbridge shall remit to the Office of Attorney General, as a civil monetary penalty, the sum of Five Thousand Dollars (\$5,000.00); and
- H. Valbridge 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

22. 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

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

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

DATE OF THIS ORDER;

April 28, 2026

SO ORDERED:

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

MELANIE SENTER LUBIN
SECURITIES COMMISSIONER

BY CONSENT:

Valbridge Property Advisors Franchising System, LLC

By: Pledger M. Bishop, III
Manager

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 License 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 License Agreement, we agree to cancel your License Agreement, including all post-term and non-competition obligations you may have to us under that License 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 License 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 License Agreement now, you will be given a second opportunity to rescind your License 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 License 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 License 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 LICENSE 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 License 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 License Agreement at this time. I understand that I will be given a second opportunity to rescind my License 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 License Agreement**

Dear _____:

As you recall, [Insert Name of Company] ("we") agreed to offer rescission to you of your License Agreement with us. You previously received a "Notice of Rescission Rights" from us offering to rescind your License Agreement immediately. Now that we have completed the registration of our franchise offering, we are giving you this second opportunity to rescind your License 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 License Agreement, we agree to cancel your License Agreement, including all post-term and non-competition obligations you may have to us under that License 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 License 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 License 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 License Agreement. You are not required to sign the new License Agreement described in the FDD if you wish to remain as a franchisee under your existing License 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 LICENSE AGREEMENT

1. I, the undersigned, acknowledge that I have read the preceding Offer to Rescind License 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 License 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 License Agreement.

Date: _____

Franchisee