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**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
SECURITIES DIVISION**

IN THE MATTER OF DETERMINING) Order No.: S-15-1816-15-CO01
whether there has been a violation of the)
Franchise Investment Protection Act of) CONSENT ORDER
Washington by:)
iCare Repair, LLC;)
Respondents.)

7 Pursuant to the Franchise Investment Protection Act of Washington, RCW 19.100, the Securities Division
8 and Respondent iCare Repair, LLC enter into this Consent Order to settle the matters set forth below. Respondent
9 iCare Repair, LLC neither admits nor denies the following Findings of Fact or Conclusions of Law:

10 **FINDINGS OF FACT**

11 Respondents

12 1. iCare Repair, LLC is a Michigan limited liability company formed for the purpose of operating electronic
13 repair businesses. iCare Repair is an affiliate of iCare Repair Franchising, LLC, a Michigan limited liability company,
which seeks to open electronic repair franchises nationwide.

14 Nature of the Offering

15 2. In 2012, iCare Repair opened an electronic repair business in Michigan. The business repairs personal
16 electronic devices, such as cell phones and tablets. iCare Repair sells accessories for these devices as well. Since 2012,
iCare Repair has expanded its operations within Michigan, and in 2014, the company entered into a contract with a
17 Washington couple to open an iCare Repair business in Washington.

18 3. Before moving to Washington, the Washington couple had helped iCare Repair open iCare Repair businesses
in Michigan.

19 4. For a fee of \$30,000, iCare Repair offered and sold the Washington couple the right to own and operate an
20 iCare Repair business in Washington. iCare Repair further agreed to assist the Washington couple with opening and
operating their iCare Repair business.

21 5. As part of the fee, iCare Repair also represented that it would train the Washington couple to repair personal
22 electronic devices, assist the couple with purchasing products for the business, help the couple in their marketing
23 efforts, and provide the couple with business management training. iCare Repair additionally agreed to provide the
24 Washington couple with general training and assistance for a period of three years.

1 6. iCare Repair further agreed to maintain the national iCare Repair website for the Washington couple, and it
2 granted the Washington couple the right to use the iCare Repair name in signage, business cards, and websites for
3 general branding purposes.

4 7. The Washington couple currently operates this iCare Repair business through a separate limited liability
5 company. iCare Repair represents that it has fulfilled the contractual obligations it owes to date to the Washington
6 couple.

7 Registration Status

8 8. iCare Repair is not currently registered to sell franchises in the state of Washington and has not previously
9 been registered to do so. There is no notification of exemption on file for iCare Repair with the state of Washington.

10 Failure to Provide Disclosure Document

11 9. iCare Repair did not provide the Washington couple with a disclosure document, which met the requirements
12 of RCW 19.100.040, prior to their purchase of an iCare Repair business.

13 Based upon the above Findings of Fact, the following Conclusions of Law are made:

14 **CONCLUSIONS OF LAW**

15 1. The offer and sale of iCare Repair's electronic repair business as described above constitutes the offer and sale
16 of a franchise as defined in RCW 19.100.010(6), RCW 19.100.010(12), and RCW 19.100.010(17).

17 2. The offer and sale of this franchise was in violation of RCW 19.100.020 because no registration for the offer
18 and sale was on file with the Securities Administrator of the state of Washington at the time of iCare Repair's offer and
19 sale to the Washington couple.

20 3. The offer and sale of this franchise was in violation of 19.100.080 because iCare Repair did not provide the
21 Washington couple, prior to their purchase, with a franchise disclosure document, which contained information about
22 the franchise, as required by RCW 19.100.040.

23 **CONSENT ORDER**

24 Based upon the foregoing and finding it in the public interest:

25 IT IS AGREED AND ORDERED that Respondent iCare Repair, its agents, and employees shall each cease
and desist from offering or selling franchises in violation of RCW 19.100.020, the registration section of the
Franchise Investment Protection Act of the state of Washington.

IT IS FURTHER AGREED AND ORDERED that Respondent iCare Repair, its agents, and employees shall
each cease and desist from violating RCW 19.100.080, the disclosure document section of the Franchise Investment
Protection Act of the state of Washington.

1 IT IS FURTHER AGREED that prior to the entry of this Consent Order, Respondent iCare Repair shall be
2 liable for and shall pay the Securities Division the costs and expenses incurred in the investigation of this matter in
3 the amount of \$625.

4 IT IS FURTHER AGREED that the Securities Division has jurisdiction to enter this Consent Order.

5 IT IS FURTHER AGREED that Respondent iCare Repair enters into this Consent Order freely and
6 voluntarily and with full understanding of its terms and significance.

7 IT IS FURTHER AGREED that in consideration of the foregoing, iCare Repair waives its right to a hearing
8 and to judicial review of this matter.

9 Signed this 20th day of January 2016.

10 iCare Repair, LLC

11 By _____ /s/ _____
12 Daniel K. Peabody
13 President

14 Approved as to form by:

15 _____ /s/ _____
16 Mark J. Burzych, Attorney for Respondent

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18 SIGNED and ENTERED this 28th day of January 2016.

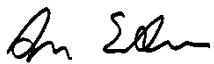
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22 _____
23 William M. Beatty
24 Securities Administrator

25 Approved by:
CONSENT ORDER

Presented by:
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Suzanne Sarason
Chief of Enforcement



Eric Palosaari
Financial Legal Examiner

Reviewed by:



Jack McClellan
Financial Legal Examiner Supervisor