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

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IN THE MATTER OF DETERMINING  
whether there has been a violation  
of the Franchise Investment Protection Act of  
Washington by:

Order Number S-06-103-06-CO01

CONSENT ORDER

Mark Hopkins and Paulina Hopkins dba  
All American Decal Guy;  
All American Decal Guy, LLC;  
Mark Hopkins; Paulina Hopkins,

Respondents.

THE STATE OF WASHINGTON TO:

Mark Hopkins and Paulina Hopkins dba  
All American Decal Guy  
All American Decal Guy, LLC  
Mark Hopkins  
Paulina Hopkins

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**INTRODUCTION**

On December 11, 2006, the Securities Division of the Department of Financial Institutions (“Securities Division”) entered a Statement of Charges against Respondents All American Decal Guy, LLC; Mark Hopkins and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins. Pursuant to the Franchise Investment Protection Act of Washington, RCW 19.100, the Securities Division and Respondents, All American Decal Guy, LLC; Mark Hopkins and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins, and their agents and employees, do hereby enter into this CONSENT ORDER in settlement of the matters alleged herein. Respondents, All American Decal Guy, LLC; Mark Hopkins and Paulina Hopkins dba All American

CONSENT ORDER

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DEPARTMENT OF FINANCIAL INSTITUTIONS  
Securities Division  
PO Box 9033  
Olympia, WA 98507-9033  
360-902-8760

1 Decal Guy; Mark Hopkins; and Paulina Hopkins, and their agents and employees, neither admit nor  
2 deny the Findings of Fact and Conclusions of Law stated below.

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4 **FINDINGS OF FACT**

5 Respondents

6 1. All American Decal Guy, LLC (“All American Decal Guy”), a Washington limited liability  
7 company, was established on May 10, 2006. All American Decal Guy is currently doing business at  
8 17024 Pacific Avenue South, Spanaway, Washington.

9 2. Prior to forming as a limited liability company, Mark Hopkins and Paulina Hopkins dba All  
10 American Decal Guy (“All American Decal Guy”) operated as a sole proprietorship at 17024 Pacific  
11 Avenue South, Spanaway, Washington.

12 3. Mark Hopkins is a resident of Yelm, Washington and is the co-owner of All American Decal  
13 Guy.

14 4. Paulina Hopkins is the wife of Mark Hopkins and is also a resident of Yelm, Washington.  
15 Paulina Hopkins is the co-owner of All American Decal Guy and the registered agent of All American  
16 Decal Guy, LLC.

17 Nature of Offering

18 5. All American Decal Guy is the seller of a franchise opportunity to own and operate a decal  
19 service, called All American Decal Guy. The franchisees create, apply, and sell decals based on  
20 custom orders using equipment and designs provided by All American Decal Guy.

21 6. In the fall of 2004, a Washington resident met Mark Hopkins in Spokane, Washington where  
22 Mark Hopkins was demonstrating the decal process on behalf of All American Decal Guy. The

1 resident inquired about the franchise. Mark Hopkins told the resident the franchise entailed the  
2 creation and production of decals, including banners, signs, and other graphics and also told the  
3 resident he could easily earn \$5,000 to \$6,000 monthly if he owned an All American Decal Guy  
4 franchise.

5 7. On March 15, 2005, the Washington resident entered into a contract with All American Decal  
6 Guy to purchase the All American Decal Guy franchise for \$17,700. The resident was required to pay  
7 a \$2,065.60 cash down payment to All American Decal Guy. That same day the resident signed a  
8 promissory note for the outstanding balance of \$15,655 and agreed to pay fifteen monthly installments  
9 of \$5,000 to All American Decal Guy until the note was paid in full.

10 8. The resident was allowed to use the All American Decal Guy trade name. According to the  
11 purchase agreement, "Buyer shall have the right and license to operate and conduct business for the  
12 making, designing and selling of graphic decals under the name 'A All American Decal Guy'".

13 9. The resident also received a marketing plan and training. According to the purchase  
14 agreement, purchasers receive: computer software programs, a master list of decal images, and training  
15 in "Custom Decal Graphic design". The resident also received training related to the computer  
16 programs and the decal equipment. In addition, the resident was told by Mark Hopkins that he could  
17 purchase advertising signs from All American Decal Guy to advertise and promote his franchise.

18 10. On April 3, 2006, one year after purchasing the franchise, the resident was approached by  
19 Mark Hopkins with a request to sign a royalty agreement which specified he would pay 5% of his  
20 gross monthly sales from the franchise to All American Decal Guy. There was no royalty provision in  
21 the original contract. The resident refused to sign the agreement. On April 11, 2006 Mark Hopkins  
22 went to the franchisee's residence and removed all computer and decal equipment. Mark Hopkins

1 specified that the equipment would be returned upon payment in full of the promissory note. As of the  
2 date of this Statement of Charges, the equipment has not been returned to the resident.

3 11. In connection with the offer of the franchise opportunity, Respondents failed to provide the  
4 Washington resident with material information regarding the purchase of an All American Decal Guy  
5 franchise. The material information not provided includes, but is not limited to, a Uniform Franchise  
6 Offering Circular (“UFOC”) with financial statements of All American Decal Guy, including financial  
7 statements related to the projected earnings for franchisees; information regarding royalty payment  
8 requirements; and information regarding the franchisor’s right to repossess equipment.

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10 Registration Status

11 12. Mark Hopkins and Paulina Hopkins dba All American Decal Guy are not currently and have not  
12 previously been registered to offer or sell franchises in the state of Washington.

13 13. All American Decal Guy, LLC is not currently and has not previously been registered to offer or  
14 sell franchises in the state of Washington.

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

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18 **CONCLUSIONS OF LAW**

19 1. The offer and/or sale of the opportunity described above constitute the offer and/or sale of a  
20 franchise as defined in RCW 19.100.010(4) and RCW 19.100.010(16).

21 2. The offer and/or sale of said franchise was in violation of RCW 19.100.020, the registration  
22 requirement provision of the Franchise Investment Protection Act, because no registration for offers  
23 and/or sales is on file with the Securities Administrator.

1 3. The offer and/or sale of said franchise was in violation of RCW 19.100.080, the disclosure  
2 document provision of the Franchise Investment Protection Act, because the Respondents did not  
3 provide the Washington resident with a UFOC that contained material information about the franchise  
4 opportunity including, but not limited to, a financial statement of the seller.

5 4. The offer and/or sale of said franchise was in violation of RCW 19.100.170 because  
6 Respondents made untrue statements of material fact or omitted to state material facts necessary in  
7 order to make the statements made, in light of the circumstances under which they were made, not  
8 misleading.

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10 **CONSENT ORDER**

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

12 IT IS AGREED AND ORDERED that Respondents, All American Decal Guy, LLC; Mark Hopkins  
13 and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins, and their agents  
14 and employees, each shall cease and desist from offering or selling franchises in violation of RCW  
15 19.100.020, the registration section of the Franchise Investment Protection Act of the State of  
16 Washington.

17 IT IS AGREED AND ORDERED that Respondents, All American Decal Guy, LLC; Mark Hopkins  
18 and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins, and their agents  
19 and employees, each shall cease and desist from offering or selling franchises in violation of RCW  
20 19.100.170, the antifraud section of the Franchise Investment Protection Act of the State of  
21 Washington.

1 IT IS FURTHER AGREED AND ORDERED that Respondents, All American Decal Guy, LLC;  
2 Mark Hopkins and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins,  
3 shall disclose the existence and contents of this Order in any Uniform Franchise Offering Circular  
4 approved for use in the State of Washington, such requirement commencing from the date of entry of  
5 this Order.

6 IT IS FURTHER AGREED AND ORDERED that Respondents, All American Decal Guy, LLC;  
7 Mark Hopkins and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins,  
8 shall inform any of their current Washington franchisees of the existence of this Order and provide a  
9 copy of this Order within 30 days of the entry of the Order.

10 IT IS FURTHER AGREED that Respondents, All American Decal Guy, LLC; Mark Hopkins and  
11 Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins, shall pay to the  
12 Securities Division the costs, fees, and other expenses incurred in the investigation and prosecution of  
13 this matter in the amount of \$510 on or before the date of entry of this Order.

14 IT IS AGREED that this Consent Order alone will not constitute a bar to the approval of any new  
15 application of All American Decal Guy, LLC for registration as a franchise.

16 IT IS AGREED that this Consent Order is not an application of All American Decal Guy, LLC for  
17 registration as a franchise.

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

19 IT IS FURTHER AGREED that in consideration of the foregoing, Respondents, All American  
20 Decal Guy, LLC; Mark Hopkins and Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and  
21 Paulina Hopkins, waive their rights to a hearing in this matter and judicial review of this matter  
22 pursuant to Chapter 34.05 RCW.

1 IT IS FURTHER AGREED Respondents All American Decal Guy, LLC; Mark Hopkins and  
2 Paulina Hopkins dba All American Decal Guy; Mark Hopkins; and Paulina Hopkins understand the terms  
3 and conditions of this Order and enter into this Consent Order voluntarily.

4 SIGNED this 15th day of January, 2006.

5 Signed by:

6 All American Decal Guy, LLC

7  
8 By \_\_\_\_\_/s/\_\_\_\_\_  
Mark Hopkins, President

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10 Signed by:

11 By \_\_\_\_\_/s/\_\_\_\_\_  
12 Mark Hopkins, Individually

13 Signed by:

14  
15 By \_\_\_\_\_/s/\_\_\_\_\_  
Paulina Hopkins, Individually

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22 Dated and Entered this 29th day of January 2007.

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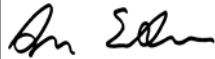
By:



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MICHAEL E. STEVENSON  
Securities Administrator

Approved by:



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Suzanne Sarason  
Chief of Compliance and Examinations

Presented by:



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Angela R. Vogel  
Enforcement Attorney