



1 develop. Upon submission you will receive an email requesting you “Click here to complete the signup  
2 process”, make sure to click the link to be added to the list.

3 Below this paragraph, prospective franchise offerees could complete the Dream Dinners’ “Franchise Info Request  
4 Form.” The Form provided text fields for prospective offerees to provide their name, email address, phone number,  
5 city and state in which they were interested in opening a Dream Dinner franchise.

### 6 III. Anti-Fraud Violation

7 5. In connection with the offer of Dream Dinner franchises from 2004 to 2008, Respondent held “Discovery  
8 Day” events for prospective franchise offerees during which the offerees had an opportunity to learn more about the  
9 investment. During several of the Discovery Day events, the Respondent showed offerees a PowerPoint presentation  
10 that contained an earnings claim in the form of revenue and expense information that was derived from the operation  
11 of two Dream Dinner company stores. The earnings claim made at least one of the events stated that:

12 “at 187 customers per month, a franchisee could expect to earn \$75,400 in profit annually, or 18.9% of total  
13 revenue. On the high end, at a quoted 328 customers per month, net profits jumped to \$163,300, or 23.3% of  
14 sales.”

15 Respondent made these representations to prospective franchisees without sufficiently providing the material basis  
16 for the information or the material assumptions underlying the information and did not provide written substantiation  
17 for the financial performance representations made.

### 18 IV. Failure to Timely Provide an Offering Circular/Disclosure Document

19 6. From 2003 to 2008, Respondent Dream Dinners at various times required franchisees to sign a binding non-  
20 competition, non-intervention, or non-solicitation agreement without first providing the franchisees with a franchise  
21 offering circular or disclosure document at least ten business days prior to the signing of the franchise agreement.

### 22 V. Registration Status

23 7. Respondent Dream Dinners is not currently registered to sell its franchises in the state of Washington.

24 Based upon the above Findings of Fact, the following Conclusions of Law are made:  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**CONCLUSIONS OF LAW**

I.

The offer or sale of franchises as described above constitutes the offer and/or sale of a franchise as defined in RCW 19.100.010(16) and RCW 19.100.010(4).

II.

The offer and/or sale of certain franchises were in violation of RCW 19.100.170 because Respondent failed to provide prospective franchisees with the material basis, the material assumptions and written substantiation for financial performance representations.

III.

The offer and/or sale of certain franchises were in violation of RCW 19.100.080 because Respondent failed to provide franchisees with a copy of the Respondent's franchise offering circular or disclosure document at least ten business days prior to signing a binding agreement.

IV.

The offer or sale of said franchises was in violation of RCW 19.100.020 because no registration for such offer and/or sale was in effect with the Securities Administrator, state of Washington from April, 2012 to July, 2012.

**CONSENT ORDER**

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

IT IS AGREED AND ORDERED THAT Respondent Dream Dinners, Inc., 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 that Respondent Dream Dinners, Inc., its agents and employees shall each cease and desist from violating RCW 19.100.170, the anti-fraud section of the Franchise Investment Protection Act of the state of Washington.

IT IS FURTHER AGREED AND ORDERED THAT that Respondent Dream Dinners, Inc., its agents and employees shall each cease and desist from violating RCW 19.100.080, the unlawful acts section of the Franchise Investment Protection Act of the state of Washington.

IT IS FURTHER AGREED that Respondent Dream Dinners, Inc. shall pay the Securities Division the costs and other expenses incurred in the investigation of this matter in the amount of \$12,375 on or before the date of entry of this Consent Order.

1 IT IS FURTHER AGREED that Respondent Dream Dinners, Inc. shall make reasonable attempts to  
2 provide each franchisee, who purchase a franchise from 2003 to 2008, with a copy of this consent order within  
3 30 days of the entry of this Consent Order.

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

5 IT IS FURTHER AGREED that Respondent Dream Dinners, Inc. 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, Respondent Dream Dinners, Inc., waives  
8 its right to a hearing and to judicial review of this matter.

9 Signed this 5th day of October, 2012.

10 Dream Dinners, Inc.

11 By /s/  
12 Stephanie Allen, President

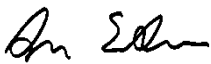
13 SIGNED and ENTERED this 18<sup>th</sup> day of October, 2012.

14 

15 William M. Beatty  
16 Securities Administrator

17 Approved by:

18 Presented by:

19 

20 

21 Suzanne Sarason  
22 Chief of Enforcement

23 Martin Cordell  
24 Financial Legal Examiner

25 Reviewed by:



JACK MCCLELLAN  
Financial Legal Examiner Supervisor