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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:

BrewRunr, LLC;
Travis Glasgow;

Respondents

Order No.: S-18-2366-18-CO01

CONSENT ORDER

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Pursuant to the Franchise Investment Protection Act of Washington, RCW 19.100, the Securities Division and Respondents BrewRunr, LLC and Travis Glasgow do hereby enter into this Consent Order in settlement of the matters alleged herein. Respondents BrewRunr, LLC and Travis Glasgow neither admit nor deny the Findings of Fact or Conclusions of Law as stated below.

FINDINGS OF FACT

Respondents

1. BrewRunr, LLC (“BrewRunr”) is a Wyoming limited liability company formed on May 4, 2018 with its principal place of business in Casper, Wyoming. BrewRunr provides a referral service which connects customers to both independent delivery operators and retail partners with an alcohol delivery service.

2. Travis Glasgow (“Glasgow”) is a Wyoming resident and the managing member and sole owner of BrewRunr.

Nature of the Offering

3. In November of 2017, BrewRunr posted an advertisement to Craigslist under a section of the website servicing Yakima, WA. In the advertisement BrewRunr offered the public the opportunity to own

CONSENT ORDER

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

1 exclusive BrewRunr location rights in Yakima. In the advertisement BrewRunr guaranteed service operators
2 revenue of \$2000 per month with the purchase of a BrewRunr business location.

3 4. BrewRunr’s Craigslist advertisement indicates that BrewRunr provides promotional assistance
4 to its service operators. BrewRunr advertises that it will “help you promote your location.” Additionally,
5 BrewRunr’s Craigslist advertisement indicates that BrewRunr gives technical assistance to its service
6 operators. BrewRunr offers its service operators “free product integration for the best-selling drinks into the
7 BrewRunr software.”

8 5. In May of 2018, BrewRunr and Glasgow offered and sold the rights to two business locations
9 that are located within the state of Washington: one in Spokane, Washington and one in Ellensburg,
10 Washington. At least one of the purchasers reside in Washington State. When purchasing the business
11 locations, both of the service operators executed a service agreement with BrewRunr. As a condition of the
12 service agreement, BrewRunr is obligated to assist service operators to establish and efficiently operate the
13 BrewRunr service.

14 6. BrewRunr required the Spokane service operator to pay an initial fee of \$300. With this
15 payment BrewRunr gave the service operator the right to use the name “BrewRunr” and related signs,
16 symbols, and marks for the service operator’s signage, advertising, and promotional materials. BrewRunr
17 required the service operator to use the order forms that it provided.

18 7. BrewRunr required the Ellensburg service operator to pay an initial fee of \$150. BrewRunr
19 gave the Ellensburg service operator the right to use BrewRunr’s name, signs, symbols, and marks. BrewRunr
20 required the service operator to use the order forms that it provided.

21 8. BrewRunr did not provide the Washington State BrewRunr service operators with a Franchise
22 Disclosure Document prior to executing the Service Agreement. A Franchise Disclosure Document would
23 have required Glasgow to disclose his prior bankruptcy to prospective BrewRunr service operators.

1 **Registration Status**

2 9. Respondent BrewRunr, LLC is not currently registered to sell its business locations in the state
3 of Washington and has not previously been so registered. There is no notification of exemption on file with
4 the state of Washington.

5 10. Respondent Travis Glasgow is not currently registered to sell its business locations in the state
6 of Washington and has not previously been so registered. There is no notification of exemption on file with
7 the state of Washington.

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

9 **CONCLUSIONS OF LAW**

10 1. The offer or sale of business locations as described above constitutes the offer or sale of a
11 franchise as defined in RCW 19.100.010(6), RCW 19.100.010(12), and RCW 19.100.010(17).

12 2. The offer or sale of said business locations was in violation of RCW 19.100.020 because no
13 registration for such offer or sale is on file with the Washington Securities Administrator.

14 3. The offer or sale of said business locations was in violation of RCW 19.100.080 because
15 BrewRunr, LLC, and Travis Glasgow each failed to provide the service operators with a franchise
16 disclosure document prior to the sale of the business locations.

17 4. BrewRunr, LLC and Travis Glasgow have each violated RCW 19.100.170, the violations section
18 of the Franchise Investment Protection Act, because each failed to provide a prospective purchaser all of the
19 basis and assumptions underlying financial projections made and either misrepresented or omitted to
20 disclose material facts.
21

1 **CONSENT ORDER**

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

3 IT IS AGREED AND ORDERED that the Respondents BrewRunr, LLC and Travis Glasgow, and its
4 agents and employees shall each cease and desist from offering or selling franchises in violation of RCW
5 19.100.020, the registration section of the Franchise Investment Protection Act of the state of Washington.

6 IT IS FURTHER AGREED AND ORDERED that Respondents BrewRunr, LLC and Travis Glasgow,
7 and its agents and employees shall each cease and desist from any violation of RCW 19.100.080, the franchise
8 disclosure document section of the Franchise Investment Protection Act of the state of Washington.

9 IT IS FURTHER AGREED AND ORDERED that Respondents BrewRunr, LLC and Travis Glasgow,
10 and its agents and employees shall each cease and desist from any violation of RCW 19.100.170, the violations
11 section of the Franchise Investment Protection Act of the state of Washington.

12 IT IS FURTHER AGREED AND ORDERED that Respondents BrewRunr, LLC and Travis Glasgow,
13 shall be liable for and shall pay investigative costs of \$300 prior to the entry of this Consent Order.

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

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16 IT IS FURTHER AGREED that Respondents BrewRunr, LLC and Travis Glasgow, each enter into
17 this Consent Order freely and voluntarily and with a full understanding of its terms and significance.

18 IT IS FURTHER AGREED that in consideration of the foregoing, the Respondents BrewRunr, LLC
19 and Travis Glasgow each waive their right to a hearing and to judicial review of this matter pursuant to RCW
20 19.100.260 and Chapter 34.05 RCW.

1 Signed this 10th day of August, 2018

2

3 Signed by:

4 BrewRunr

5 By /s/ _____

6 Travis Glasgow
7 Organizer

7

8

9 Signed by:

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10 /s/ _____

11 Travis Glasgow, Individually

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13 SIGNED and ENTERED this 14th day of August, 2018

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William M. Beatty
Securities Administrator

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20 Approved by:

Presented by:

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Suzanne Sarason

Zachary DeFelice

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Chief of Enforcement

Legal Intern

Reviewed by:



Jack McClellan
Financial Legal Examiner Supervisor