

FRANCHISE DISCLOSURE DOCUMENT  
TRIUNE, LLC A California limited liability company  
320 Commerce  
Suite 100  
Irvine, California 92602  
(949) 270-8900  
www.bajafresh.com



Triune, LLC, a California limited liability company offers franchises for the operation of quick service restaurants at specified locations selling a limited menu featuring fresh high quality Mexican-style food products, soft drinks, and related items to the public under the trade name Baja Fresh®.

We offer 5 franchise programs:

**Single Restaurant Program.** Under the Single Restaurant Program, you will sign a Franchise Agreement to operate a single Baja Fresh® restaurant. The total investment necessary to begin operations of a single Baja Fresh® restaurant ranges from approximately \$357,260 to \$749,640. This includes \$60,250 that must be paid to the franchisor or an affiliate.

**3 Restaurant Purchase Program.** Under the 3 Restaurant Purchase Program, you will sign 3 Franchise Agreements to operate 3 Baja Fresh® restaurants. The total investment necessary to begin operations of 3 Baja Fresh® restaurants, ranges from approximately \$1,004,830 to \$2,196,820. This includes \$130,250 that must be paid to the franchisor or an affiliate.

**Area Development Program.** Under the Area Development Program, we assign a defined area within which you must develop and operate a minimum of 5 Baja Fresh® Restaurants within a specified period of time. The total investment necessary to begin operations of 3 Baja Fresh® restaurants under an Area Development Agreement ranges from approximately \$357,260 to \$749,640 per Baja Fresh® restaurant or \$1,745,300 and \$3,707,200 (for a minimum of 5 Baja Fresh® restaurants). This includes \$260,250 that must be paid to the franchisor or an affiliate.

**Purchase Program.** Under the Purchase Program, you will either purchase an existing and operating company-owned Baja Fresh® restaurant from Fresh Enterprises, Inc. (an “**Operating Restaurant**”) or a new Baja Fresh® restaurant that Fresh Enterprises, Inc. constructs, equips and furnishes for you (a “**Turnkey Restaurant**”). The total investment necessary to begin operations of a Baja Fresh® Operating Restaurant or a Turnkey Restaurant ranges from approximately \$420,150 to \$2,172,550. This includes \$60,250 that must be paid to the franchisor or an affiliate.

**Express Restaurant Program.** Under Express Restaurant Program, you will operate a Baja Fresh® “Express Restaurant” at a captive market location. The total investment necessary to begin operations of a single Baja Fresh® Express Restaurant at a captive market location ranges from approximately \$210,150 to \$604,550. This includes \$25,250 for each Baja Fresh® Express restaurant that must be paid to the franchisor or an affiliate.

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This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payments to, the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our President, Charles Rink, 320 Commerce, Suite 100, Irvine, California 92602 (949) 270-8900.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

**THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS APRIL 12, 2013.**

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on Exhibit P for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

**Please consider the following RISK FACTORS before you buy this franchise:**

1. THE INITIAL TRAINING AGREEMENT, FRANCHISE AGREEMENT, EXPRESS RESTAURANT FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT AND ASSET PURCHASE AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH TRIUNE CORPORATION BY JUDICIAL REFERENCE ONLY IN LOS ANGELES, CALIFORNIA. OUT OF STATE JUDICIAL REFERENCE MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO PARTICIPATE IN A JUDICIAL REFERENCE WITH TRIUNE CORPORATION IN CALIFORNIA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT, EXPRESS RESTAURANT FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISE AGREEMENT REQUIRES ALL PRESENT AND FUTURE OWNERS OF A 10% OR MORE (DIRECTLY OR INDIRECTLY), IN THE AGGREGATE, OF THE EQUITY OR YOUR VOTING RIGHTS, INCLUDING SPOUSES (AND FAMILY MEMBERS WHO LIVE IN THE SAME HOUSEHOLD) AND AFFILIATES TO SIGN A WRITTEN GUARANTEE OF PAYMENT AND PERFORMANCE OF OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF OWNERS, SPOUSES AND FAMILY MEMBERS AT RISK.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more Franchise Brokers or referral sources to assist us in selling our franchise. A Franchise Broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

**See the Next Page for State Effective Dates**

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