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Department of Business Oversight

# FRANCHISE DISCLOSURE DOCUMENT

### Wondertable USA Corporation

a California corporation c/o Mr Chikara Nagano Nagano Morita LLP 250 E First Street, Suite 1200 Los Angeles, California 90012-3828 (213) 621-2304 http://www.mo-mo-paradise.com/english.html

Wondertable USA Corporation grants franchises involving a distinctive system for the development and operation of a mutually agreed upon number of brick and mortar retail restaurants offering "all you can eat" shabu shabu and sukiyaki-style Japanese cuisine in California. The Initial License Fee is \$30,000 and payable in 2 installments, \$15,000 within 15 days of the date of the Franchise Agreement and \$15,000 within 15 days from the opening date of the first restaurant. The Initial Franchise Fee for each restaurant is \$20,000 and is due within 15 days from the date of opening of each restaurant. The total investment necessary to begin operation of the first Mo-Mo-Paradise Restaurant is \$1,057,500 to \$1,176,000. This includes the \$50,000 (the Initial License Fee and a single Initial Franchise Fee) that must be paid to the franchisor and/or its affiliate, as appropriate

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment 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 Wondertable USA c/o Mr. Chikara Nagano, Nagano Morita LLP at 250 E. First Street, Suite 1200, Los Angeles, California 90012-3828 or (213)621-2304

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 an 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

#### WONDERTABLE USA CORPORATION



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 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

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### 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 A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit E 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

## **Risk Factors**

- THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION, WITH LIMITED EXCEPTIONS ANY ARBITRATION WILL BE HELD AT A NEUTRAL LOCATION IN TOKYO, JAPAN OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN JAPAN THAN IN YOUR OWN STATE
- 2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- 3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

The Effective Date of this Disclosure Document is March 3, 2016, unless otherwise noted on the following page

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