


OCT 10 2012

FRANCHISE DISCLOSURE DOCUMENT

	<p>WAHOO'S FISH TACO, LLC (A California limited liability company) 2855 Pullman Street Santa Ana, California 92705-5713 (949) 222-0670 www.wahoos.com</p>
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The franchise is for on-premises dining and carry-out foods featuring freshly-cooked fish tacos, a variety of additional tacos and burritos, charbroiled fish and chicken, steak and pork sandwiches, salads, ahi rice, black and cajun white beans, appetizers, desserts and related food and beverage items, and beer and wine (where available)

The total investment necessary to begin operation of a Wahoo's Fish Taco franchise ranges from \$601,500 to \$837,500. This includes \$35,000 that must be paid to the franchisor or affiliate. There are two franchise programs: a single restaurant, and multiple restaurants within a defined area pursuant to an Area Development Agreement. The initial franchise fee for a single restaurant is \$35,000. If you operate one or more restaurants in a territory pursuant to an Area Development Agreement, there is an area development fee of \$17,500 for the first restaurant and \$15,000 for each additional restaurant. The area development fees are credited against the franchise fees for each restaurant opened under an Area Development Agreement. The franchise fee for your second and all subsequent restaurants under an Area Development Agreement is \$30,000 (less the credit for applicable area development fee). The initial investment is only an estimate and initial fees are described in Items 5, 6 and 7 of this Disclosure Document.

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 THIS 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 GOVERNMENTAL AGENCY HAS VERIFIED THE INFORMATION CONTAINED IN THIS DOCUMENT.

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 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, D C. 20580. YOU CAN ALSO VISIT THE FTC'S HOMEPAGE AT WWW.FTC.GOV FOR ADDITIONAL INFORMATION ON FRANCHISING 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

This Disclosure Document is issued _____

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 "A" 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 FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA. 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 CALIFORNIA 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 THE FRANCHISE AGREEMENT PROVIDES THAT PURCHASES OF UNAPPROVED PRODUCTS OR FROM UNAPPROVED SUPPLIERS IN VIOLATION OF THE FRANCHISE AGREEMENT WILL ENTITLE THE FRANCHISOR TO TERMINATE YOUR FRANCHISE AND SEEK DAMAGES AGAINST YOU.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
5. THE EARNINGS CLAIMS FIGURE(S) DOES (DO) NOT REFLECT THE COSTS OF SALES, OPERATING EXPENSES, OR OTHER COSTS OR EXPENSES THAT MUST BE DEDUCTED FROM THE GROSS REVENUE OR GROSS SALES FIGURES TO OBTAIN YOUR NET INCOME OR PROFIT. YOU SHOULD CONDUCT AN INDEPENDENT INVESTIGATION OF THE COSTS AND EXPENSES YOU WILL INCUR IN OPERATING YOUR FRANCHISE BUSINESS. FRANCHISEES OR FORMER FRANCHISEES, LISTED IN THE DISCLOSURE DOCUMENT, MAY BE ONE SOURCE OF THIS INFORMATION.

Effective Date: _____

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