

FRANCHISE DISCLOSURE DOCUMENT

HEAVYWEIGHT WASTE®

Heavyweight Waste Franchise Partners, LLC
an Indiana limited liability company
535 W. Carmel Drive
Carmel, Indiana 46032
(844) 762-7400
franchise@heavyweightwaste.com
www.heavyweightwaste.com

As a franchisee, you will own and operate a Heavyweight Waste® business featuring mobile commercial, industrial and construction waste removal services. The total investment necessary to begin operation of a Heavyweight Waste® business is \$570,050 to \$757,200. This includes \$94,200 to \$100,200 that must be paid to the franchisor or affiliate. You may elect to simultaneously acquire the rights to begin operation of multiple Heavyweight Waste® businesses. The total investment necessary to simultaneously acquire the rights to begin operation of between 2 to 10 Heavyweight Waste® businesses is \$690,600 to \$4,039,500. This includes \$134,200 to \$601,500 that must be paid to the franchisor or affiliate.

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.**

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 Tina Parrett, our Paralegal, at 535 W. Carmel Drive, Carmel, Indiana 46032, (844) 762-7400.

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. 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 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.

Issuance date: April 9, 2025, as amended August 1, 2025 and November 21, 2025

suggested specifications, standards, operating procedures and rules that we periodically specify for establishing and/or operating a Heavyweight Waste Business (“**System Standards**”) and information on your other obligations under the Franchise Agreement.

Market and Competition

The general market for roll-off waste removal services is broad and in high demand in many, but not all, geographies. The market is highly developed and highly fragmented. Sales are generally not seasonal; however, sales may be cyclical in some markets due to seasonality of other industries, such as construction. You will compete against local independent waste service companies in most markets, as well as larger regional and national waste service companies. In some markets, you may compete against municipal-owned waste service companies. The primary competition consists of waste removal services offered by local, regional, or national commercial and industrial waste companies, some of which may be franchises.

Industry Regulations

Many federal, state and local laws govern the waste removal industry. Municipalities, counties, states, and federal agencies may require that you have applicable permits for waste removal services and/or trucking services. Some jurisdictions have unique container requirements that you may be required to follow. These permitting requirements are managed by the county, city, or state in which you operate the Business, in addition to federal agencies. Non-compliance with such requirements can have a material adverse effect on you and the Business. As of ~~August 1~~ November 21, 2025, certain states, including New Jersey and others, require permits, licenses and approvals to operate mobile waste businesses. These requirements can change as additional states may adopt laws and/or regulations regarding waste businesses and those states currently doing so may add to or change their existing laws. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

Some municipalities have adopted, or may at any time in the future adopt, “franchise zones,” whereby the municipalities enter into a contract with an exclusive waste provider to perform certain waste services within a specified geographic area. These franchise zones may include residential, commercial and/or industrial areas and services. If one or more municipalities in your Territory enter into these types of contracts, you will likely be prevented from operating your Business within those municipalities. If that happens, you could apply for our approval to relocate your Business or otherwise cease operations and liquidate your Business’s Trucks, Containers, and other equipment.

In all markets, your business will be required to have proper permitting to operate or drive the vehicle. You should review the county, state, city, and federal regulations which relate to the operation of a waste removal truck and comply with all regulatory and safety requirements, including driver drug tests, travel log compliance and Department of Transportation inspection requirements.

You must comply with these laws and other laws and regulations that apply to businesses generally, such as those relating to site location and building construction, like the Americans

with Disabilities Act. You should research and consider these and other laws and regulations when evaluating your purchase of a franchise.

Item 2

BUSINESS EXPERIENCE

Justin Haskin, President and Chief Executive Officer

Mr. Haskin has served as our Chief Executive Officer since January 2025 and as our President since March 2021. He has also served as President of SFP in Carmel, Indiana since May 2018 and as Chief Executive Officer of SFP since January 2025. He has also served as the President and Managing Member of our affiliates, as follows: Custom Hydraulics since August 2019; Innovative Waste since June 2015; and Managed Waste since October 2024. He also served as President of Grace Legacy Capital in Westfield, Indiana from May 2014 until July 2024. Mr. Haskin is located at our headquarters in Carmel, Indiana.

Brian Reeve, Chief Financial Officer

Mr. Reeve has served as our and SFP's Chief Financial Officer since June 2021. From December 2015 to June 2021, he served as Chief Financial Officer of Hotel Capital, LLC in Indianapolis, Indiana. Mr. Reeve is located at our headquarters in Carmel, Indiana.

Chuck Adams, Chief Revenue Officer

Mr. Adams has served as our and SFP's Chief Revenue Officer since March 2024. Before that, he served as our and SFP's VP, National Accounts from September 2021 to March 2024. From August 2020 to January 2024, he was the owner of a Smash My Trash® business in Montgomery, Alabama. Since July 2020, he has been the owner of a Smash My Trash® business in San Diego, California. From February 2015 to September 2021, he was Senior Vice President of Sales for High Level Marketing, LLC in Birmingham, Alabama.

Pavel Nejezchleb, Chief Operating Officer

Mr. Nejezchleb has served as our Chief Operating Officer since August 2024. He has also served as VP of Operations for SFP since January 2021. Mr. Nejezchleb served as our VP of Operations from March 2021 to August 2024. From September 2011 to December 2020, he served as Director of Accounts for Mervis Industries in Indianapolis, Indiana. Mr. Nejezchleb is located at our headquarters in Carmel, Indiana.

Item 3

LITIGATION

Pending Actions

~~Rebecca and Thomas Voss v. Smash Franchise Partners, LLC and Justin Haskin (Case No. 1:22-0005-2244; Civil Action No. 1:24-cv-1072). On December 15, 2022, Rebecca and Thomas~~

~~Voss, former franchisees of SFP, filed an arbitration demand against SFP alleging claims for fraud related to their purchase of the SFP franchise and breach of contract related to SFP's decision to terminate the parties' franchise agreement. The claimants later amended their arbitration demand to name Justin Haskin as an additional respondent. The amended arbitration demand sought rescission of the franchise agreement, restitution of all franchise fees, royalties and other monies paid to SFP, benefit of the bargain damages in an unspecified amount, and attorneys' fees and costs. On February 6, 2023, SFP filed a counterclaim for breach of contract based on the claimants' abandonment of the franchised business. SFP's counterclaim sought damages in an unspecified amount as well as attorneys' fees and costs. On March 26, 2024, the arbitrator denied the former franchisees' claims. The arbitrator also found that the ruling in the Blanchat Matter (disclosed below) had no collateral estoppel effect. The arbitrator denied SFP's counterclaim, and the parties bore their own costs. On June 24, 2024, Rebecca and Thomas Voss filed a Motion to Vacate in Part and Confirm in Part the Arbitration Award in the United States District Court for the Southern District of Indiana (Indianapolis Division). The motion is currently pending. SFP and Justin Haskin intend to continue vigorously defending themselves in this action.~~

Dean Cheetham, Camden Cheetham, and Slate Mountain, LLC v. Smash Franchise Partners, LLC and Justin Haskin (AAA Case No. 01-23-0005-1083). On November 9, 2023, Dean Cheetham, Camden Cheetham, and Slate Mountain, LLC, former franchisees of SFP, filed an arbitration demand against SFP and Justin Haskin alleging fraudulent misrepresentation related to the sale of the SFP franchise and the population of the Cheethams' designated territories under the SFP franchise agreement, violation of Indiana's Franchise Act related to SFP's alleged failure to timely file an amended franchise disclosure document, violation of Indiana's Franchise Act and the Federal Trade Commission's Franchise Rule related to SFP's alleged failure to properly disclose certain information in Item 19 of the franchise disclosure document, and tortious interference in the Cheethams' sale of their Smash My Trash® business. The Cheethams seek benefit of the bargain damages of \$4,808,320, consequential damages of \$1,250,000, damages of \$4,111,590 due to lost opportunity costs, tortious interference damages of \$210,000, other punitive, special or treble damages that the tribunal deems appropriate, and legal fees. The matter is currently pending. Justin Haskin and SFP intend to defend against the Cheethams' claims vigorously.

Ryan A. Haskin and Little Business, LLC v. Justin R. Haskin, WIJG LLC, and SMT Holdings, LLC (Case No 29D03-2204-PL-002654). The plaintiffs in this action sold their interests in our parent company, SMT Holdings, to Justin Haskin and an entity controlled by him in 2020. The plaintiffs filed this lawsuit in Superior Court in Hamilton County, Indiana on April 14, 2022, alleging that Justin Haskin had misrepresented to the plaintiffs the value of SMT Holdings and its subsidiaries prior to the transaction. The plaintiffs alleged claims of breach of fiduciary duty, actual fraud, constructive fraud, fraudulent inducement, violation of the Indiana Securities Act, and unjust enrichment and sought an unspecified amount of money. The court granted the defendants' motion for summary judgment with respect to all of the plaintiffs' claims on May 24, 2024. Justin Haskin sought damages in the amount of his legal fees and costs. The court subsequently entered a judgment of \$1,011,027.90 against the plaintiffs. On December 27, 2024, the plaintiffs filed a brief in support of an appeal with the Indiana Court of Appeals. The defendants filed a response on February 24, 2025 and the plaintiffs filed a reply on March 11, 2025. ~~The case is fully briefed and the appeal is currently pending.~~ On October 27, 2025, the

Indiana Court of Appeals affirmed the plaintiffs’ appeal in part, reversed in part, and remanded for further proceedings. The Indiana Court of Appeals affirmed the trial court’s grant of summary judgment in the defendants’ favor on the plaintiffs’ claim of a violation of the Indiana Securities Act. The Indiana Court of Appeals also held that the defendants failed to establish that they were entitled to summary judgment on certain of their counterclaims, including that the plaintiffs had breached a mutual release in filing the action. In addition, the Indiana Court of Appeals remanded the plaintiffs’ claims of constructive fraud and fraudulent inducement to the trial court to determine whether the plaintiffs reasonably relied on the defendants’ representations. The Indiana Court of Appeals also reversed the damages award. Justin Haskin and the other defendants intend to continue vigorously defending themselves in this action.

Concluded Actions

Rebecca and Thomas Voss v. Smash Franchise Partners, LLC and Justin Haskin (Case No. 1-22-0005-2244; Civil Action No. 1:24-cv-1072). On December 15, 2022, Rebecca and Thomas Voss, former franchisees of SFP, filed an arbitration demand against SFP alleging claims for fraud related to their purchase of the SFP franchise and breach of contract related to SFP’s decision to terminate the parties’ franchise agreement. The claimants later amended their arbitration demand to name Justin Haskin as an additional respondent. The amended arbitration demand sought rescission of the franchise agreement, restitution of all franchise fees, royalties and other monies paid to SFP, benefit of the bargain damages in an unspecified amount, and attorneys’ fees and costs. On February 6, 2023, SFP filed a counterclaim for breach of contract based on the claimants’ abandonment of the franchised business. SFP’s counterclaim sought damages in an unspecified amount as well as attorneys’ fees and costs. On March 26, 2024, the arbitrator denied the former franchisees’ claims. The arbitrator also found that the ruling in the Blanchat Matter (disclosed below) had no collateral estoppel effect. The arbitrator denied SFP’s counterclaim, and the parties bore their own costs. Rebecca and Thomas Voss filed a Motion to Vacate in Part and Confirm in Part the Arbitration Award in the United States District Court for the Southern District of Indiana (Indianapolis Division) on June 24, 2024, which the District Court subsequently denied on August 20, 2025.

Kevin Blanchat et al v. Smash Franchise Partners, LLC, Justin Haskin, and Franchise FastLane, Inc. (Case No. 2:20-CV0380); AAA Case No. 01-20-0015-7924. On October 16, 2020, the plaintiffs, former “Smash My Trash®” franchisees of our affiliate, SFP, filed a lawsuit in the Eastern District of Washington alleging violations of the Washington Franchise Investment Protection Act and Washington Consumer Protection Act, negligent and intentional misrepresentation, unjust enrichment, and violation of the Lanham Act. The plaintiffs sought rescission of the Smash My Trash franchise agreement and damages in excess of \$450,000. The Court compelled the matter to arbitration, in which SFP filed a claim against the plaintiffs for breach of contract and the plaintiffs asserted counterclaims against SFP, Justin Haskin, and Franchise FastLane, Inc., SFP’s franchise broker, which included the same claims from their lawsuit and violations of Indiana’s Franchise Act and Deceptive Franchise Practices Act, and fraud. Franchise FastLane, Inc. filed a crossclaim against SFP for indemnification, which was denied. The plaintiffs alleged, and the arbitrator found, that the defendants made misrepresentations in the context of Item 19 of the franchise disclosure document during the franchise sales process in violation of the Washington Franchise Investment Protection Act, including by (1) adjusting certain expense information in Item 19 without properly disclosing

\$500 to \$3,500 before you open for the proprietary software or technology, depending on your number of users. We also estimate that you will pay us 6 months of technology fee payments before opening, which will be approximately \$700 per month, assuming you have 1 owner, 1 salesperson, and 1 driver, and you make arrangements to purchase 1 Truck (approximately \$4,200 in total). The monthly technology fee payment amounts will increase for each additional user you have and each additional Truck you acquire. However, if you and/or your affiliate(s) operate: (a) more than 1 Heavyweight Waste Business and/or (b) 1 or more Smash My Trash® businesses, we may only require you to pay the technology fee under 1 of your franchise agreements between you (and/or your affiliates) and us (and/or our affiliates). If you (or your affiliate) are already paying a technology fee to us (or our affiliate) under another franchise agreement, you may not be required to pay any pre-opening technology fee payments. The technology fee payments are not refundable under any circumstances.

Initial Training Program

Before you open the Business, we will provide an initial brand standard training program for your personnel—including your General Manager (defined in Item 15) and your Principal Executive (defined in Item 15), if different from the General Manager (the “**Initial Training Program**”). However, if the Principal Executive has attended and completed the Initial Training Program to our satisfaction under an existing franchise agreement with us, we will not require the Principal Executive to attend the Initial Training Program. Except as otherwise described below, we provide the Initial Training Program at no charge. If we determine that you or any of your personnel cannot complete the Initial Training Program to our satisfaction, then we may require you or your personnel to attend additional training programs at your expense for which we may charge fees (currently \$500 per day). Training fees are not refundable under any circumstance.

Total Pre-Opening Fees and Payments Payable to Us and/or Our Affiliates

If you buy 1 Heavyweight Waste Business, we estimate that you will pay us and/or our affiliates the following pre-opening amounts:

Payment	Amount
Initial Franchise Fee	\$49,500
Additional Population Fee	\$0 to \$2,500 (assuming additional population of 10,000 persons)
Container Deposits	\$10,000
Truck Deposits	\$30,000
Proprietary Software/Technology	\$500 to \$3,500
Pre-Opening Technology Fees	\$4,200
Additional Training (due to failure to satisfactorily	\$0 to \$500

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	August 18, 2025, <u>as amended</u> <i>Pending</i>
Hawaii	April 25, 2025, as amended August 20, 2025 <i>Pending</i>
Illinois	July 3, 2025, as amended August 13, 2025 <i>Pending</i>
Indiana	April 24, 2025, as amended August 7, 2025 <i>Pending</i>
Maryland	<u>October 29, 2025, as amended</u> <i>Pending</i>
Michigan	April 9, 2025
Minnesota	May 6, 2025, as amended August 26, 2025 <i>Pending</i>
New York	August 15, 2025, <u>as amended</u> <i>Pending</i>
North Dakota	April 18, 2025, as amended August 13, 2025 <i>Pending</i>
Rhode Island	July 7, 2025, as amended August 18, 2025 <i>Pending</i>
South Dakota	May 1, 2025
Virginia	May 2, 2025, as amended August 26, 2025 <i>Pending</i>
Washington	Not Filed
Wisconsin	April 9, 2025, as amended August 7, 2025 <i>Pending</i>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Item 23

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Heavyweight Waste Franchise Partners LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale.

New York requires that Heavyweight Waste Franchise Partners LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Heavyweight Waste Franchise Partners LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Heavyweight Waste Franchise Partners, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Heavyweight Waste Franchise Partners, LLC, located at 535 W. Carmel Drive, Carmel, Indiana 46032. Its telephone number is (844) 762-7400.

Issuance date: April 9, 2025, as amended August 1, 2025 and November 21, 2025

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: Justin Haskin, whose contact information is 535 W. Carmel Drive, Carmel, Indiana 46032, (844) 762-7400; Patrick Kardasz, whose contact information is 17442 E. San Tan Blvd, Queen Creek, Arizona 85142, (480) 372-9005, and

Heavyweight Waste Franchise Partners, LLC authorizes the respective state agents identified in Exhibit A to receive service of process for us in the particular states.

I received a Franchise Disclosure Document from Heavyweight Waste Franchise Partners, LLC, dated as of April 9, 2025, as amended August 1, 2025 and November 21, 2025, that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
- C Current Form of Release
- D Operations Manual Table of Contents
- E List of Franchisees
- F List of Franchisees Who Have Left the System
- G Financial Statements
- H Additional Disclosures and Riders Required by State Franchise Laws

Date

Prospective Franchisee [Print Name]

(Date, Sign, and Return to Us)

Prospective Franchisee [Signature]

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- H Additional Disclosures and Riders Required by State Franchise Laws

Date

Prospective Franchisee [Print Name]

(Date, Sign, and Keep for Your Own Records)

Prospective Franchisee [Signature]