


FRANCHISE DISCLOSURE DOCUMENT

	<p>Coopers Scoopers, LLC A Virginia Limited Liability Company 780 Lynnhaven Pkwy, Suite 240 Virginia Beach, VA 23452 www.coopersscoopers.com hello@coopersscoopers.com 866-317-2667</p>
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We offer a franchise opportunity to establish and operate a pet waste removal and management business.

The total investment necessary to begin operation of a Cooper's Scoopers Unit franchise is ~~\$5147~~,900-\$75,000. This includes \$~~10,000~~-40,000 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 Julie Harrell at 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452, telephone 866-317-2667.

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, 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: January 23, 2025

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Virginia than in your own state.

2. **Limited-Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise business and loss of your investment.

4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.

5. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, the terms “we,” “us,” “our,” and “Cooper’s Scoopers” refer to Coopers Scoopers, LLC (“Cooper’s Scoopers”), the Franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

The Franchisor

We are a Virginia Limited Liability Company formed on December 26, 2024. Our principal business address is 780 Lynnhaven Pkwy, Suite 240 Virginia Beach, VA 23452. We do business under our corporate name and the name “Cooper’s Scoopers.”

We have offered franchises of the type offered here since January 2025. Pursuant to a separate Franchise Disclosure Document, we began offering Area Representative franchises in January 2025. As of the date of this disclosure document we do not have any Area Representative franchises.

We do not operate a business of the type being franchised or offer franchises in other lines of business. At times, we may acquire and operate a franchised outlet and run it as a company store.

Exhibit B contains our agents for service of process.

Parents and Predecessors

Loyalty, LLC (“Loyalty”) is our parent company. It was formed on November 6, 2017 as a Virginia Limited Liability company. Loyalty’s principal place of business is also located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. Loyalty does not conduct a business of the type being franchised nor has it offered franchises in any other line of business.

We do not have any predecessors.

Affiliates

We have an affiliate, ATAX LLC d/b/a ATAX, formed on February 20, 2019, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. ATAX offers franchise opportunities for retail tax, bookkeeping and payroll office. ATAX LLC also offers franchise opportunities for Area Representatives to recruit and support unit franchisees. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2019. As of December 31, 2024, ATAX sold 130 Unit franchises and 17 Area Representative franchises.

We have an affiliate, Loyalty Brokers LLC d/b/a Loyalty Business Brokers, formed December 30, 2020, with a principal place of business at 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452. Loyalty Business Brokers offers franchise opportunities for business brokerage. Loyalty Brokers LLC also offers franchise opportunities for Area Representatives to recruit and support unit franchisees. You will not directly conduct business with this affiliate. This affiliate has offered

Tax Service (Case No. 2:19-cv-00653-RAJ-DEM) filed on or around December 3, 2019 in the United States District Court for the Eastern 25 District of Virginia (the Final Order). John T. Hewitt agreed that he is required to disclose the Final Order in Item 3 of any Franchise Disclosure Document filed by any present or future Franchisor where John T. Hewitt is a director, trustee, general partner, principal officer, or maintains management responsibility relating to the sale or operation of the respective Franchisor, along with disclosure of this governmental action.

Governmental Actions against Unrelated Entities:

United States of America v. Franchise Group Intermediate L 1, LLC d/b/a Liberty Tax Service, (Case No. 2:19-cv-00653-RAJ-DEM) filed on or around December 3, 2019 in the United States District Court for the Eastern District of Virginia. The Department of Justice (DOJ) filed a complaint asserting that Liberty Tax failed to maintain adequate controls over the tax returns prepared by its franchisees and failed to take steps to prevent the filing of potentially false or fraudulent returns prepared by its franchises despite notice of fraud at some of its franchisee stores. The primary focus of the DOJ's investigation that preceded the complaint related to the alleged operational wrongdoing of 12 franchisees. Also on December 3, 2019, the DOJ and Liberty Tax filed a joint motion asking the court to approve a proposed settlement order setting forth certain enhancements to the Liberty Tax service compliance program and requiring Liberty Tax to retain an independent monitor to oversee the implementation of the required enhancements to the compliance program; and work with Liberty Tax to make further enhancements to improve the compliance program. As part of the proposed order, Liberty Tax agreed not to rehire John T. Hewitt, under whose supervision the alleged conduct at issue occurred. Liberty Tax further agreed not to grant John T. Hewitt any options or other rights to acquire equity in Liberty Tax or to nominate him to the company's board of directors. On December 20, 2019, the court granted the joint motion and the motion to seal, which fully resolved the legal proceedings initiated by the DOJ. Although he is referenced in the court's order, John T. Hewitt was not a named party to this case.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

You must pay us an Initial Franchise Fee of \$40,000 in a lump sum.

If you are a current franchisee of Zoomin Groomin and Salty Dawg, you must pay us a discounted Initial Franchise of \$10,000. We also offer a \$10,000 discount to existing franchisees of one of our other affiliates.

We offer a 10% discount of the Initial Franchise Fee to all qualified veterans and first responders. ~~We also offer a \$10,000 discount to existing franchisees of one of our affiliates.~~

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Credit Card Processing Fee	The then-current charge imposed by third-party credit card processor	As incurred	Payable if you elect to pay any sums to us by credit card.
Insufficient Funds Fee	\$50 per transaction	As incurred	You agree to pay this fee to us if an electronic transfer or other payment from you to us is declined.
Third party charges we incur on your behalf	Actual amount of charge	At time of expense	If we incur third party charges on your behalf, you agree to reimburse us for any such charges.
Sales, Excise, or Gross Receipts tax	Actual amount of tax paid	At time of payment of fees to us which are subject to any tax	You must reimburse us for any tax we pay on any fee imposed on you.
Insurance	All premiums, costs and expenses we incur, plus a reasonable fee for our time, <u>not to exceed \$1,000.-</u>	As incurred	If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.
Indemnification	Will vary under circumstances	As incurred	Payable for any loss we incur from your operation of the Franchised Business.
Assistance Fee in the event of death or incapacity	Our reasonable expenses plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business.	At time of expense	We are entitled to this fee if we must operate your franchise due to your death or incapacity.
Attorney Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing as to any Claims you agree to pay our costs and attorney fees.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$40 <u>\$36</u> ,000	\$40,000	As arranged	Upon entering into franchise agreement	Us
Travel and Living Expenses to Attend Initial Training (Note 2)	\$500	\$2,000	As arranged	As incurred	Third parties
Computer Hardware and Software (Note 3)	\$2,000	\$5,000	As arranged	As incurred	Third Parties
Vehicle (Note 4)	\$3,000	\$5,000	As Arranged	As Incurred	Third Parties
Vehicle Branding (Note 4)	\$500	\$5,000	As Arranged	As Incurred	Third Parties
Supplies/Inventory (Note 5)	\$500	\$2,500	As arranged	As incurred	Third Parties
Grand Opening Advertising (Note 6)	\$1,000	\$5,000	As arranged	As incurred	Third Parties
Insurance (Note 7)	\$1,000	\$2,000	As arranged	As incurred	Third Parties
Licenses, Permits, and Certifications (Note 8)	\$400	\$2,500	As arranged	As incurred	Third Parties
Professional Fees (Note 9)	\$500	\$1,000	As arranged	As incurred	Accountants, Attorneys
Additional Funds-90 days (Note 10)	\$2,500	\$5,000	As arranged	As incurred	Us and Third Parties
TOTAL (Notes 11 and 12)	\$47,900 <u>\$51,900</u>	\$75,000			

*The initial fees listed above that are paid to us are nonrefundable as paid. Whether such fees paid to third parties are refundable would depend upon their policies.

Note 1 – Initial Franchise Fee. We base the table above on the purchase of a single franchise. The low end assumes that you qualify for the 10% discount on the Initial Franchise Fee we give to all qualified veterans and first responders. If you are already a franchisee of Zoomin Groomin

or Salty Dawg you will pay a \$10,000 Initial Franchise Fee. If you are a franchisee of one of our other affiliates your Initial Franchise Fee is \$30,000.

Note 2- Travel and Living Expenses to Attend Initial Training. These are the estimated expenses to attend initial training.

Note 3 – Computers and Software. You must comply with our computer hardware, software, and POS specifications, which we set forth in Item 11.

Note 4 – Vehicle & Vehicle Branding. Your Franchised Business will be operated out of a Vehicle. The vehicle must be branded and display our Marks in the manner specified in the guidelines we provide.

Note 5 – Supplies/Inventory. These are the amounts needed for supplies and inventory to begin operations.

Note 6 – Grand Opening Advertising. We require you to engage in a Grand Opening Advertising campaign pursuant to our guidelines to draw attention to the opening of your business.

Note 7 – Insurance. You will need insurance, as we describe in detail in Item 8.

Note 8 – Licenses, Permits, and Certifications. These are the estimated costs of obtaining required licenses and permits to operate your business. Some costs may vary depending on the location of the Franchised Business.

Note 9 – Professional Expenses. You will incur professional legal and accounting fees to assist with your entity setup, licensing, and other legal and accounting issues.

Note 10 – Additional Funds-90 Days. Additional funds are to pay for miscellaneous expenses and to maintain sufficient working capital. We base this estimate on the years of industry experience our management team has.

Note 11 – Total. Does not include Royalties, Marketing Fees, Technology Fees, local advertising interest expenses, or taxes. We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Advertising and Marketing. You must use advertising material per our specifications, or we must approve the advertising in writing before its use. You may be required to purchase branded items from a designated supplier.

Alternative Suppliers

We do not maintain written criteria for approving suppliers; thus, these criteria are unavailable to you or your proposed supplier. We permit you to contract with alternative suppliers if we approve them and they meet our criteria. We charge \$100 an hour plus any costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. Your request must include sufficient specifications, photographs, drawings and other information and samples to enable us to determine whether supplier meets our specifications. Your request must also provide confirmation that the supplier is financially sound and carries adequate liability insurance. We will examine the quality of the items and the supplier's ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. If we have not responded to a written request for approval of an alternate supplier within 30 days, then the request is disapproved. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or informational bulletins from time to time.

Revenue from Required Purchases or Leases

We may derive revenue or other material consideration from required purchases or leases by you. Our affiliates do not earn revenue or other material consideration from required franchisee purchases or leases.

~~In our last~~**For the** fiscal year ending December 31, 2024, we did not earn revenue or other material consideration from required purchases or leases by franchisees.

Required Purchases as a Proportion of Costs

We estimate that approximately 60-80% of your expenditures for leases and purchases in establishing your Franchised Business will be for goods and services that must be purchased from us, an Affiliate, an approved supplier, or from another party according to our standards and specifications. We estimate that approximately 10-20% of your expenditures on an ongoing basis will be for goods and services that must be purchased either from us, an Affiliate, an approved supplier or another party according to our standards and specifications.

Supplier Payments to Us

We currently do not receive rebates, payments or other material benefits from suppliers as a result of purchases or leases by Franchisees but we reserve the right to do so in the future.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations:

Initial Training. We offer an initial training program to provide guidance to you in the operation of the Franchised Business. The topics covered in Initial Training are described in the chart below in this Item 11. (Franchise Agreement, Section 5.1).

Site Selection. You are permitted to work from home and ~~W~~we do not require that you have an office or work from a particular site. We do not provide site selection assistance. However, if you establish an office, then you are required to obtain our written approval before you sign a lease for that location. We consider the residential and office building population, visibility, and proximity to our other locations when reviewing a proposed site. We will typically approve or disapprove a proposed site within 14 days of your submission to us of the information required by us on the proposed site. If we cannot agree on the proposed site, you will not be able to operate from that site but can continue to operate from home. Any proposed site within your Territory will be deemed approved if we do not approve or disapprove within 30 days. We do not assist in conforming the premises to local ordinances and building codes or obtaining any required permits or construction, remodeling, or decorating the premises. (Franchise Agreement, Section 5.2).

Assistance to Hire and Train Employees. We provide guidance on how to hire and train employees. (Franchise Agreement, Section 5.3).

Assistance in Obtaining Equipment, Supplies, and Vehicle Branding. We provide guidance on branding your Vehicle and obtaining equipment, and supplies. We provide the names of approved vendors or specifications, if any for these items. We do not deliver or install these items. (Franchise Agreement, Section 5.4).

Operations Manual. We provide access to our Operations Manual (“Manual”) to offer guidance in operating your Franchised Business. (Franchise Agreement, Section 5.5).

Length of Time Before Opening. The typical length of time between signing your Franchise Agreement and the opening of your outlet is 30 days. You must begin operations and be open for business within 60 days of signing the Franchise Agreement. (Franchise Agreement, Section 6.3).

Factors that can affect the time to open for business include: (1) obtaining financing; (2) obtaining licenses and permits; (3) acquiring and wrapping vehicle; (4) acquiring computer hardware, software, equipment, and supplies; and (5) hiring and training staff.

During the Operation of the Franchise:

Operational Support. We offer assistance with operating problems and issues that you may encounter. (Franchise Agreement, Sections 5.5, 5.6 & 9.3).

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to Cooper's Scoopers	2	0	Note 1
Providing Services and Vendors	2	0	
Marketing & Developing the Brand	3	0	
Technician Training	2	0	
Operations and Software Training	3	0	
Customer Service	2	0	
Total	14	0	

Note 1—We hold Initial Training over a three-day period in Virginia Beach, VA, another designated training center, or online, at our choosing.

Training will take place as needed, within 60 days of when you execute the Franchise Agreement. Initial Training is subject to change due to updates in materials, methods, manuals and personnel. The subjects and time periods allocated to the subjects taught to a specific franchisee and its personnel may vary based on the individual needs or experience of those persons being trained.

Julie Harrell, our President, will supervise the training program and serve as an instructor. Item 2 contains the nature of Ms. Harrell's experience. Ms. Harrell has 4 years of experience in franchising, sales, management, and operations and less than a year of experience with us.

We use the Operations Manual to conduct initial training.

We do not charge you to attend initial training, but you are responsible for travel, lodging, transportation, meal costs, and your employees' wages to attend initial training.

We require that you or, in the case of an entity, your principals attend initial training and complete the program to our satisfaction. The Initial Training must be completed before opening but no later than 60 days after executing the Franchise Agreement.

Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If, in our sole discretion, we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently hold any patents or have any pending patent applications that are material to the franchise. We claim copyrights to our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow you to use the copyrighted materials.

We do not have an obligation in the Franchise Agreement to protect our copyrights, but we intend to do so. We will remain in control of any such litigation. We are not required to participate in the defense of you or indemnify you for expenses or damages in a proceeding involving a copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense. We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

We claim proprietary rights in our Operations Manual and business methods. You must use these items per the terms of your Franchise Agreement. We consider all of these items confidential and proprietary.

You will not directly or indirectly disclose, publish, disseminate, or use our “Confidential Information” except as authorized in the Franchise Agreement.

“Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement.

approved in writing. You may not sell any goods or services that we have not authorized or approved.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

For the duration of your franchise agreement, you may not offer competitive services in the states and territories of the United States unless you receive our prior written consent.

~~You will not, directly or indirectly, for a 2-year period after the termination, expiration, or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer pet waste removal or management services in the Territory or within 25 miles of the boundaries of the Territory, or within 25 miles of any other outlet of ours or a franchisee of ours in operation at the time.~~

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	Can be renewed for successive terms if you are in compliance with your Franchise Agreement (“Agreement”).
c. Requirement for franchisee to renew or extend	2.2	Renewing your Franchise Agreement means you can continue your operations as a franchisee for an additional term. You must sign a general release of claims, notify us in writing at least nine months before the expiration of the Agreement, and sign our then current Agreement, which may contain materially different terms and conditions than your original contract.
d. Termination by franchisee	10.1	You may terminate the Agreement if you do not renew or if you sell the franchise pursuant to the terms of the Agreement, subject to state law.

Provision	Section In Franchise Agreement	Summary
		with the post-termination provisions; transferee must obtain necessary licenses and permits; obtain any lessor approval for transfer; the transfer must be made in compliance with any laws that apply to the transfer; the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; -you must request that we provide the prospective transferee with our current franchise disclosure document.
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor's option to purchase franchisee's business	14.6	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.
p. Death or disability of franchisee	15	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	12.1	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	12.2-12.4, 13	You may not compete or solicit any customer in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years.
s. Modification of the agreement	5, 16	No modifications except to Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	18	Only the terms in the franchise agreement are binding (subject to federal or state law). No claim in any franchise agreement(s) is intended to disclaim the representations made in this Franchise Disclosure Document Any representations or promises outside of the Franchise Disclosure Document and other agreement may not be enforceable.

The franchise agreement requires binding arbitration. The arbitration will occur at Virginia Beach, Virginia, with the costs being borne according to the Rules for Commercial Arbitration of the American Arbitration Association. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.coopersscoopers.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The highest interest rate allowed by law in California is ten percent (10%) annually.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

John T. Hewitt has been subjected to various civil and administrative actions. Please carefully review Item 3 and the Washington State Addendum (Page 48 attached to the FDD) before purchasing this franchise.

Initial Fee Deferral:

Item 5 of the Disclosure Document is amended by adding the following:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law applies.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.
4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. Initial Fee Deferral. Item 5 of the Disclosure Document is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, “This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.”

3. Item 17.v. is modified to also provide, “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Initial Fee Deferral](#)

[Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.](#)

Initial Fee Deferral:

The franchise agreement is amended to also state that the franchisor defers the receipt of the initial franchise fee until the franchised business opens.

**RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

Rhode Island law applies.

SOUTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the South Dakota Franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 5 of the Disclosure Document is revised to also provide:

“The initial franchise fee will be paid only after the franchisor fulfills its pre-opening obligations to the Franchisee and the Franchisee is open for business.”

**VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

~~1.~~

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$51,900 to \$75,000. This amount exceeds the franchisor's stockholder's equity as of January 8, 2025, which is \$5,000.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

~~2.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

such goods or services are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

4.15 Payment Period and Method. Royalties will be collected weekly. You must pay to us other recurring fees by the 5th of the month incurred or accrued in the prior month. You must pay to us all other fees when incurred. Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. See Schedule 2. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We reserve the right to modify the payment methods and schedule in our Manual.

5. OBLIGATIONS OF FRANCHISOR

5.1 Initial Training. We offer an initial training program to provide guidance to you in the operation of the Franchised Business.

5.2 Site Selection. You are permitted to work from home and ~~W~~we do not require that you have an office or work from a particular site. We do not provide site selection assistance. However, if you establish an office, then you are required to obtain our written approval before you sign a lease for that location. We will typically approve or disapprove a proposed site within 14 days of your submission to us of the information required by us on the proposed site. If we cannot agree on a proposed site, you will not be able to operate from that site but can continue to operate from home. Any proposed site within your Territory will be deemed approved if we do not approve or disapprove within 30 days. We do not assist in conforming the premises to local ordinances and building codes or obtaining any required permits or construction, remodeling, or decorating the premises.

5.3 Assistance to Hire and Train Employees. We provide guidance on how to hire and train employees.

5.4 Vehicle, Equipment, Inventory, and Supplies. We provide guidance on wrapping your Vehicle and obtaining equipment, inventory, and supplies. We provide the names of approved vendors or specifications for these items. We do not deliver or install these items.

5.5 Operations Manual. We provide you access to our proprietary and confidential Operations Manual, as well as any other manuals and writings prepared by us for your use in operating a Franchised Business (“Manual”). We may disseminate the Manual electronically. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace.

5.6 Operational Support. We provide support to you in operational problems and issues that you may encounter in the operation of your Franchised Business.

5.7 Software and Computer Systems. We specify computer hardware and software to assist in the operation of your Franchised Business. You must always use the CRM scheduling software

22. ACKNOWLEDGMENTS

This Acknowledgement does not apply to franchises who intend to operate the franchised business in the State of California or the State of Maryland.

You acknowledge that you have read our Franchise Disclosure Document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently investigated the business offered hereunder and base your decision to purchase solely on such investigation. You acknowledge that we have recommended, and that you have had the opportunity to obtain, review this Agreement and our Franchise Disclosure Document (“FDD”) by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third-party beneficiary to any agreement between us and any other franchisee.

23. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligations stated in **Sections 11-13 above**, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

[signature page follows]

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

~~If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.~~

~~Cal. Bus. & Prof. Code § 20020 and Cal. Bus. & Prof. Code § 20021 supersede the Area Representative Agreement in your relationship with us. As such, Sections 10.2 and 10.3 are deleted and in their place are substituted the following:~~

~~**10.2 Termination by Us Without Right to Cure.** We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:~~

~~(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;~~

~~(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;~~

~~(c) The franchisor and franchisee agree in writing to terminate the franchise;~~

~~(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;~~

~~(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;~~

~~(f) The franchisee, after curing any failure in accordance with Section 10.3 engages in the same noncompliance whether or not such noncompliance is corrected after notice;~~

~~(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;~~

~~(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;~~

~~(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;~~

~~(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or~~

~~(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.~~

~~**10.3 Termination by Us with Opportunity to Cure.** We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.~~

~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf~~

~~of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

Initial Fee Deferral:

Item 5 of the Disclosure Document is amended by adding the following:

~~The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.~~

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Cal. Bus. & Prof. Code § 20020 and Cal. Bus. & Prof. Code § 20021 supersede the Franchise Agreement in your relationship with us. As such, Sections 10.2 and 10.3 are deleted and replaced by the following:

CA Bus & Prof Code Section 20021

Except as otherwise provided by this chapter, no franchisor may terminate a franchise prior to the expiration of its term, except for good cause. Except as provided in Section 20021, good cause shall be limited to the failure of the franchisee to substantially comply with the lawful requirements imposed upon the franchisee by the franchise agreement after being given notice at least 60 days in advance of the termination and a reasonable opportunity, which in no event shall be less than 60 days from the date of the notice of noncompliance, to cure the failure. The period to exercise the right to cure shall not exceed 75 days unless there is a separate agreement between the franchisor and franchisee to extend the time.

CA Bus & Prof Code Section 20021

If during the period in which the franchise is in effect, there occurs any of the following events which is relevant to the franchise, immediate notice of termination without an opportunity to cure, shall be deemed reasonable:

(a) The franchisee or the business to which the franchise relates has been the subject of an order for relief in bankruptcy, judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to

operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 20020 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

(l) If the franchise expressly permits termination under such circumstances, there is a lawful termination or nonrenewal of a separate motor fuel franchise governed by provisions of the Petroleum Marketing Practices Act (15 U.S.C. Secs. 2801 to 2807, inclusive) that is operated by the franchisee or affiliate of the franchisee located at the same business premises if both franchises are granted by the same franchisor or an affiliate of the franchisor. "Affiliate" shall have the same meaning as set forth in subdivision (k) of Section 31005.5 of the Corporations Code.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf

of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Initial Fee Deferral:

Item 5 of the Disclosure Document is amended by adding the following:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Coopers Scoopers, LLC

By: _____

Julie Harrell, President

Date: _____

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Initial Fee Deferral](#)

[Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.](#)

[\[signature page follows\]](#)

Initial Fee Deferral:

The franchise agreement is amended to also state that the franchisor defers the receipt of the initial franchise fee until the franchised business opens.

FRANCHISEE:

FRANCHISOR:

Coopers Scoopers, LLC

By: _____

By: _____

Julie Harrell, President

By: _____

Date: _____

**RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

FRANCHISEE:

FRANCHISOR:

Coopers Scoopers, LLC

By: _____

By: _____

Julie Harrell, President

By: _____

Date: _____

SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Initial Fee Deferral. The Franchise Agreement is amended to also state that the initial franchise fee will be paid only after we fulfill our pre-opening obligations to you and you are open for business, pursuant to the attached South Dakota Fee Deferral Agreement.

South Dakota Fee Deferral Agreement

The undersigned Franchisee hereby acknowledges and agrees that Coopers Scoopers LLC d/b/a Cooper's Scoopers has fulfilled its pre-opening obligations to the Franchisee as stated in Item 11 of the Franchise Disclosure Document, the franchise is now open for business, and the Franchisee hereby tenders to Cooper's Scoopers the initial franchise fee due and owing under its Franchise Agreement.

Franchisee: _____ Coopers Scoopers LLC d/b/a Cooper's Scoopers

By: _____ By: _____
Signature Julie Harrell, President

Printed Name: _____ Date: _____

EXHIBIT J 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 Coopers Scoopers, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 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.

Michigan requires that we give 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.

New York requires that we give 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.

If Coopers Scoopers, LLC ~~we~~ 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 state agency listed on Exhibit B.

The franchisor is Coopers Scoopers, LLC located at 780 Lynnhaven Parkway, Suite 240 Virginia Beach, VA 23452. Its telephone number is 866-317-2667.

Issuance Date: January 23, 2025

The franchise sellers for this offering are:

Seller	Address	City, State Zip	Phone
Julie Harrell	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920 0735
Shaina Denny	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920 0735
John T. Hewitt	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(888) 268-0321
Kelly Wyatt (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(757) 560 1040
Jamie Marcil (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920 0735
Tayler Romanelli (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920-0735
Gwendolyn DiFerdinando	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23454	(833) 920-0735

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 Coopers Scoopers, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 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.

Michigan requires that we give 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.

New York requires that we give 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.

If Coopers Scoopers, LLC we 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 state agency listed on Exhibit B.

The franchisor is Coopers Scoopers, LLC, located at 780 Lynnhaven Parkway, Suite 240 Virginia Beach, VA 23452. Its telephone number is 866-317-2667.

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Seller	Address	City, State Zip	Phone
Julie Harrell	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920 0735
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Gwendolyn DiFerdinando	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23454	(833) 920-0735
Erik Klumpe (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23454	(833) 920-0735