

## FRANCHISE DISCLOSURE DOCUMENT

WALK-ON'S ENTERPRISES FRANCHISING, LLC

a Georgia limited liability company

2 Ravinia Drive NE, 5th Floor

Atlanta, Georgia 30346

Phone: (470) 751-0435

[www.walk-ons.com](http://www.walk-ons.com)

E-mail: [franchise@walk-ons.com](mailto:franchise@walk-ons.com)



The franchisee will operate a “Walk-On’s Sports Bistreaux,” which is a Louisiana themed sports grill offering a variety of fresh, cooked to order, menu items such as sandwiches, seafood, Southern Louisiana specialties, hamburgers and salads. We also offer qualifying franchisees the right to develop multiple Walk-On’s Sports Bistreaux Restaurants under an Area Development Agreement.

The total investment necessary to begin operation of a single Walk-On’s Sports Bistreaux Restaurant is from \$1,554,500 to \$7,056,300, including \$100,000 that must be paid to us or our affiliate. If you enter into an Area Development Agreement, you must develop at least 2 Restaurants. The total investment necessary to begin operation under an Area Development Agreement is from \$1,584,500 to \$7,086,300, including \$60,000 (for development of 2 Restaurants that must be paid to us or our 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jennifer Pecoraro-Striepling at 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, [jennifer.striepling@walk-ons.com](mailto:jennifer.striepling@walk-ons.com) and (470)-751-0435.

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

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

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

Issuance date: May 8, 2024, as amended August 9, 2024 [and October 16, 2024](#)

## ITEM 2

### BUSINESS EXPERIENCE

#### **Founder, Chairman of the Board of Directors, and Owner: Brandon P. Landry**

Brandon has served as our Founder and Owner since our formation in July 2014 and has served as Chairman of our Board of Directors since January 2023. He previously served as our Chief Executive Officer from July 2014 to January 2023. Brandon has served as Chief Executive Officer, Founder and Owner of: Walk-On's Enterprises Operations, LLC since its formation in September 2003; Walk-On's Enterprises Holdings, LLC since its formation in January 2014; Walk-On's Enterprises IP, LLC since its formation in January 2014; Walk-On's Enterprises Operations, LLC since its formation in January 2014; and Walk-On's Marketing since its formation in April 2015. Brandon serves in his present capacity in Baton Rouge, Louisiana.

#### **Interim Chief Executive Officer and Chief Financial Officer: Christopher Porcelli**

Chris has served as our ~~Interim~~ Chief Executive Officer since August 2024. Chris has served as our Chief Financial Officer since September 2023. From July 2017 to September 2023, Chris was employed by Driven Brands, Inc. in Charlotte, North Carolina, serving from January 2023 to September 2023 as its Chief Operating Officer - Maaco, from April 2022 to January 2023 as its Senior Vice President, Strategy & Finance Administration - Maaco, from July 2020 to April 2022 as its Vice President, Strategy & Analytics - Maaco, and from March 2019 to July 2020 as its Senior Director, Finance & Accounting. ~~Chris serves in his present capacity in Atlanta, Georgia.~~

#### **Chief Operating Officer: Kendall Ware**

~~Kendall has served as our Chief Operating Officer since July 2023. From April 2022 to January 2023, Kendall served as Chief Operating Officer for In Shape Solutions, LLC in Stockton, California. From December 2020 to January 2022, Kendall served as President and Chief Brand Officer for Cinnabon Franchisor SPV, LLC and Carvel Franchisor SPV, LLC in Atlanta, Georgia. From November 2017 to December 2020, Kendall was employed by Orange Leaf, LLC in Oklahoma City, Oklahoma, serving from November 2019 to December 2020 as its Chief Executive Officer and from November 2017 to November 2019 as its President and Chief Operating Officer. Kendall~~Chris serves in his present capacity in Atlanta, Georgia.

#### **Chief Development Officer: Jennifer Pecoraro-Strieppling**

Jennifer has served as our Chief Development Officer since September 2023. From September 2020 to September 2023, Jennifer served as Vice President of Design, Construction, Facilities & Franchise Sales for Papa John's International in Atlanta, Georgia. From January 2012 to April 2020, Jennifer served as Vice President of Design & Construction for Bloomin Brands in Tampa, Florida. Jennifer serves in her present capacity in Atlanta, Georgia.

#### **Owner: Drew Brees**

Drew has been one of our Owners since April 2015. Since April 2015, Drew has also been an Owner of: Walk-On's Enterprises Holdings, LLC; Walk-On's Enterprises IP, LLC; Walk-On's Enterprises Operations, LLC; and Walk-On's Marketing. Since 2011, Drew has also been a franchisee with Jimmy Johns Gourmet Sandwiches and currently operates locations in the greater New Orleans, Louisiana area. Drew serves in his present capacity in Santa Monica, California.

## ITEM 3

### LITIGATION

No litigation must be disclosed in this Item.

**18.05 Integration of Agreement; No Oral Agreements or Representations.** Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations stated in this Agreement. Accordingly, you and we agree that this Agreement, all exhibits to this Agreement and all related agreements signed at the same time as this Agreement: (i) constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede all prior negotiations, understandings, representations and agreements, and (ii) supersede and cancel any prior and/or contemporaneous oral or written communications (whether described as representations, inducements, promises, agreements or any other term) between you or anyone acting on your behalf and us or anyone acting on our behalf, that might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to these terms) with respect to the relationship between the parties with respect to the subject matter hereof and that no reliance is being or will be placed on any such written or oral communications; provided, however, that nothing in this Agreement is intended to disclaim the express representations made in the Franchise Disclosure Document that we provided to you.

No change, modification, amendment or waiver of any of the provisions of this Agreement is effective and binding on either party unless it is in writing, specifically identified as an amendment to this Agreement or waiver of any of the provisions of this Agreement, and signed by the party against whom enforcement is sought.

**18.06 Notices.** Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (return receipt requested, postage prepaid) or by documented overnight delivery with a reputable carrier; and is effective on the date that delivery is documented to have been first attempted. Any notice to us must be addressed to us at:

Walk-On's Enterprises Franchising, LLC  
2 Ravinia Drive NE, 5th Floor  
Atlanta, Georgia 30346  
Attention: Chris Porcelli, Chief ~~Financial~~Executive Officer

Any notice to you must be addressed to your address as stated on the first page of this Agreement. Either party to this Agreement may, in writing, on 10 days' notice, inform the other of a new or changed address to which notices under this Agreement should be sent. We may provide any notice under this Agreement (including, without limitation, any notice of termination) sufficiently in advance of any event to permit compliance with any notice requirements under state or other laws.

**18.07 Signing, Construction and Interpretation; Further Acts**

1. This Agreement may be signed in multiple counterparts, each of which is considered an original and all of which together constitute one and the same instrument.

2. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

3. If any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid.

4. The parties agree to sign all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

### State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	July 12, 2024
Hawaii	August 22, 2024
Illinois	May 8, 2024
Indiana	May 8, 2024
Maryland	June 14, 2024
Michigan	May 13, 2024
Minnesota	August 5, 2024, as amended on September 3, 2024, <a href="#">as amended on</a>
New York	May 8, 2024
North Dakota	May 10, 2024, as amended on May 24, 2024, <a href="#">as amended on</a>
Rhode Island	April 29, 2024
South Dakota	May 29, 2024
Virginia	July 12, 2024, as amended on August 19, 2024, <a href="#">as amended on</a>
Washington	June 3, 2024
Wisconsin	May 9, 2024, as amended on August 9, 2024, <a href="#">as amended on October 23, 2024</a>

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.

**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 Walk-On’s Enterprises Franchising, LLC offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If Walk-On’s Enterprises Franchising, 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, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Walk-On’s Enterprises Franchising, LLC, located at 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346. Its telephone number is (225) 330-4533.

The name, principal business address and telephone number of each franchise seller offering the franchise: Brandon Landry, Chris Porcelli, Jennifer Pecoraro-Stripling, Kelly Parker, Jeanne Stuart, and John Gordon of Walk-On’s Enterprises Franchising, LLC, 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, (225) 330-4533. Please list any additional franchise sellers: \_\_\_\_\_.

Walk-On’s Enterprises Franchising, LLC authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

Issuance date: May 8, 2024, as amended August 9, 2024, ~~and October 16, 2024.~~

I received a disclosure document dated May 8, 2024, as amended August 9, 2024 and October 16, 2024 that included the following Exhibits: Exhibit A: Franchise Agreement and Related Materials (including State Addendum to Franchise Agreement); Exhibit B: Area Development Agreement and Related Materials (including State Addendum to Franchise Agreement); Exhibit C: Financial Statements; Exhibit D: State Franchise Administrators; Exhibit E: Agents for Service of Process; Exhibit F: State Specific Addenda to Franchise Disclosure Document; Exhibit G: General Release; Exhibit H: List of Current and Former Franchisees; Exhibit I: State Effective Dates and Receipts.

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

If an individual:

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

\_\_\_\_\_

(Print Name)

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

You may return the signed receipt either by signing, dating, and mailing it to Walk-On’s Enterprises Franchising, LLC at 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, or by e-mailing a copy of the signed and dated receipt to Walk-On’s Enterprises Franchising, LLC.

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Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

If an individual:

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

**PLEASE KEEP THIS COPY FOR YOUR RECORDS.**