

## FRANCHISE DISCLOSURE DOCUMENT



### Advanced Fresh Concepts Franchise Corp.

a California corporation  
19700 Mariner Avenue  
Torrance, California 90503  
Telephone: 310-604-3200  
info@afcsushi.com  
www.afcsushi.com

Advanced Fresh Concepts Franchise Corp. (“AFC”) will grant you a franchise to use our system to offer prepared fresh-cut fruit and vegetables from one or more Freshly Go Counters at a grocery store, retail center or other location that someone else owns (“Freshly Go Counter”).

The total investment necessary to begin operation of a Freshly Go Counter is as follows: (1) if you are a new franchisee, the estimated total investment for one Freshly Go Counter is between \$26,983 and \$124,611. This includes \$20,405 to \$60,626 that must be paid to us. and (2) if you purchase an existing AFC operated location, the estimated total investment for one existing Freshly Go Counter is between \$27,983 and \$134,611. This includes \$21,405 to \$61,626 that must be paid to us.

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 Vincenzo Calcagni, at 19700 Mariner Avenue, Torrance, California 90503, Telephone: 310-604-3200.

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 your mind. More information on franchising, such as “A Consumer Guide’s 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](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.

FTC Issuance Date: November 26, 2025, amended May 7, 2026

## 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 arbitration only in California. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in California than in your own state.
- 2. Inventory/Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business

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.

You must comply with federal and state laws on operating a restaurant, health, safety and sanitation laws which also include health department inspections, and menu and food labeling laws. This also includes the Hazard Analysis and Critical Control Point (“HACCP”) food safety program adopted by the U.S. Food & Drug Administration, and rules on handling, preparing and serving foods by people with communicable or infectious diseases. Your Freshly Go Counter may also be subject to laws on disposing hazardous wastes. Some states have laws requiring you to employ a person who is certified in food safety. See Exhibit L for state specific laws that may apply to you.

As an employer, you must comply with laws on minimum wages, overtime, maximum working hours, working conditions, unlawful discrimination, restricting employment of children and other labor laws and the Department of Homeland Security’s E-Verify program, if required by the facility owner.

You will compete with quick service restaurants and other food alternatives where your Freshly Go Counter is located. You will also compete with company owned stores (if any are located near you, see Item 20), other Freshly Go Counters, restaurants and people’s other choices for dining and shopping for food.

## ITEM 2 BUSINESS EXPERIENCE

President, ~~and~~ Chief Executive Officer and Director: Vincenzo Calcagni

Mr. Vincenzo Calcagni has been our President, ~~and~~ Chief Executive Officer, and Director in Torrance, California since May 2025. Mr. Calcagni served as our General Manager of Operations in Torrance, from California from October 2022 to May 2025. Mr. Calcagni was unemployed from March 2022 to October 2022. Mr. Calcagni served as Vice President of Operations for Yoshinoya America in Torrance, California from March 2017 to March 2022.

Treasurer and Director: Noriyuki Honda

Mr. Honda has been our Treasurer and a Director in Torrance, California since April 1, 2026. Mr. Honda served as our Senior Vice President of Product Management & Fruit in Torrance, California from July 2025 to March 2026. Mr. Honda served as Senior Vice President of Product for our affiliate, JFE Franchising, Inc in Houston, Texas from April 2024 to June 2025. Mr. Honda served as our General Manager of Product Management in Torrance, California from June 2022 to March 2024. Mr. Honda served as our General Manager of Research and Development in Torrance, California from August 2021 to June 2022. Mr. Honda served as Chief Operating Officer for Zensho Food Indian Private Limited in Delhi, India from April 2019 to June 2021.

Corporate Secretary: Luciana O’Brien

Ms. O’Brien has been our Corporate Secretary in Mission Viejo, California since April 1, 2026. Ms. O’Brien has been General Counsel and Corporate Secretary for our affiliate, Zensho USA Corporation, in Mission Viejo, California since June 1, 2015.

Executive Director ~~Vice President~~ of Research and Development and ~~Member of the Board~~: Masahiko Tajima

Mr. Tajima has been our Executive Director ~~Vice President~~ of Research and Development in Torrance, California in Torrance, California since May 2025 ~~and a member of our Board of Directors since November 2018~~. Mr. Tajima was our General Manager of Research and Development in Torrance, California from June 2022 to May 2025. Mr. Tajima served as our General Manager of Product Development in Torrance, California

from January 1, 2021 to June 2022. Mr. Tajima served as our General Manager of Research and Development in Rancho Dominguez, California in Torrance, California from June 1998 to December 2020.

Director of Corporate Training: ~~Director of Legal and Compliance:~~ Gerardo Siordia Posadas

Mr. Posadas has been our Director of Corporate Training in Torrance, California since April 2026. Mr. Posadas served as our Director of Legal and Compliance in Torrance, California from May 2025 to April 2026.~~Mr. Posadas has been our Director of Legal and Compliance since May 2025.~~ Mr. Posadas was our General Manager of Compliance in Torrance, California from July 2020 to May 2025.~~Mr. Posadas was unemployed from March 2020 to July 2020. Mr. Posadas served as a Franchise Business Consultant for Yogurtland Franchising Inc. in Irvine, California from February 2019 to March 2020.~~

Vice President of Fruit Business and Process Improvement: Mario Garcia

Mr. Garcia has been our Vice President of Fruit Business and Process Improvement since December 2025. Mr. Garcia served as Vice President of Operations for Everytable in Los Angeles, California, from March 2023 to December 2025. Mr. Garcia was unemployed from October 2022 to March 2023. Mr. Garcia served as Director of Operations for Yoshinoya, in Los Angeles, California, from March 2016 to October 2022.

Vice President of Business Development & Marketing: Michelle Narain

Ms. Narain has been our Vice President of Business Development & Marketing in Torrance, California since May 2025. Ms. Narain was unemployed from March 2025 to April 2025. Ms. Narain served as Vice President of Sales & Marketing for Sofidel in Horsham, Pennsylvania from November 2024 to February 2025. Ms. Narain served as Vice President of Sales & Marketing for Clearwater in Spokane, Washington from February 2022 to October 2024. Ms. Narain was unemployed in January 2022. Ms. Narain served as Vice President of Private Label for Smart & Final in Commerce, California from May 2018 to December 2021.

Senior Vice President of Operations: Eddie Y. Fujita

Mr. Fujita has been our Senior Vice President of Operations in Torrance, California since April 2025. Mr. Fujita was our Deputy General Manager in Torrance, California from February 2021 to March 2025.

Director of Regulatory and Compliance Affairs: Chuong V. Hoang

Mr. Hoang has been the Director of Regulatory and Compliance Affairs in Torrance, California since April 2026. Mr. Hoang served as our Legal Manager in Torrance, California from May 2022 to April 2026. Mr. Hoang served as our Legal Supervisor in Torrance, California from September 2006 to May 2022.

Vice President of Product Management: Sean Acre

Mr. Acre has been our Vice President of Product Management in Torrance, California since August 2025. Mr. Acre served as Operations Manager for Yoshinoya America in Torrance, California from November 2019 to August 2025.

Vice President of Financial Planning & Analysis: Yoshiya Kohda

Mr. Kohda has been our Vice President of Financial Planning & Analysis in Torrance, California since August 2025. Mr. Kohda served as our Vice President of Product Management in Torrance, California from April 2025 to August 2025. Mr. Kohda served as our Deputy General Manager of Product Management in Torrance, California from April 2023 to March 2025. Mr. Kohda served as our Division Manager of Field

Operation in Torrance, California from August 2022 to March 2023. Mr. Kohda served as our Regional Manager of Field Operation in Torrance, California from March 2021 to July 2022.

Vice President of Food Safety and Quality Assurance: Lewis Ennist

Mr. Ennist has been our Vice President of Food Safety and Quality Assurance in Torrance, California since January 5, 2026. Mr. Ennist served as Vice President of Regulatory and Compliance for DrinkPAK, LLC in Santa Clarita, California from March 2023 to January 2026. Mr. Ennist served as Vice President of Quality for DrinkPAK, LLC in Santa Clarita, California from January 2020 to March 2023.

Senior Vice President of Administration: Ray Fekrinia

Mr. Fekrinia has been our Senior Vice President of Administration since July 2021. Mr. Fekrinia was the President of Diplomat Consulting Services in Manhattan Beach, California from November 2018 to July 2021.

Vice President of Fruit Business and Process Improvement: Mario Garcia

Mr. Garcia has been our Vice President of Fruit Business and Process Improvement since December 2025. Mr. Garcia served as Vice President of Operations for Everytable in Los Angeles, California, from March 2023 to December 2025. Mr. Garcia was unemployed from October 2022 to March 2023. Mr. Garcia served as Director of Operations for Yoshinoya, in Los Angeles, California, from March 2016 to October 2022.

### ITEM 3 LITIGATION

#### PENDING LITIGATION:

#### A. Pending Cases We Brought Against Franchisees in Fiscal Year Ending March 2025:

None

#### B. Cases Pending Against Us:

None

#### CONCLUDED LITIGATION:

#### Claim of P. Mung

*Pau Sian Mung v. Advanced Fresh Concepts Franchise Corp.* (United States District Court, Northern District of Georgia, Case No. 1:23-cv-04154, removed September 14, 2023 – “District Court Lawsuit”); *Pau Sian Mung v. Advanced Fresh Concepts Franchise Corp.* (Superior Court of Newton County, State of Georgia, Case No. SUCV2023001844, filed August 11, 2023 – “State Court Lawsuit”); and *P. Mung v. Advanced Fresh Concepts Franchise Corp.* (American Arbitration Association, Case No. 01-23-0004-3850, initiated October 5, 2023 – the “Arbitration”). On July 21, 2023, AFC terminated its franchise agreement with Pau Sian Mung (“Claimant”) pursuant to the provisions of the franchise agreement based on Claimant’s unlawful trespass onto another franchise operator’s premises and theft from another franchise operator. On August 11, 2023, Claimant initiated the State Court Lawsuit. On September 14, 2023, AFC removed the State Court Lawsuit to District Court Lawsuit. After AFC filed its motion to dismiss or stay the District Court Lawsuit pending arbitration, Claimant stipulated to a stay of the District Court Lawsuit and the District Court entered an order staying the matter pending an award issued in arbitration. On October 5, 2023, Claimant initiated the Arbitration with the American Arbitration Association (“AAA”). Claimant’s arbitration demand asserted his franchise agreement was wrongfully terminated by AFC and claimed causes of action for breach of contract and breach of the covenant of good faith and fair dealing. Claimant’s arbitration demand sought damages “in excess of

## TRAINING PROGRAM<sup>1,2,3</sup>

Subject	Hours of on the Job Training	Location
<b>Introduction, Compliance, and Labeling</b>	2	In your proposed Freshly Go Counter or other location we choose.
<b>Sanitation and Logs</b>	4	In your proposed Freshly Go Counter or other location we choose.
<b>Fruit Preparation, Quality, and Evaluation</b>	6	In your proposed Freshly Go Counter or other location we choose.
<b>Fruit-Related Products, Product Demonstration, and Sampling Programs</b>	4	In your proposed Freshly Go Counter or other location we choose.
<b>Franchise Operation</b>	4	In your proposed Freshly Go Counter or other location we choose.
<b>TOTALS</b>	<b>20 Hours</b>	

- (1) The Freshly Go Counter initial training totals 20 hours.
- (2) We will offer the training program weekly or as needed.
- (3) We use the following Instructional Materials: Confidential Operation's Manual and Standard Sanitation Operating Procedures and Methods Manual, and recipe/merchandising guides for our franchise.
- (4) Continuous Training: We use the Attensi training platform to provide ongoing, on-demand training content and refreshers for franchisees and their teams.

We charge \$500 per person per day for initial training. If we exempt you from all training, we will waive the training fee. You pay your own travel and living expenses during training. We reserve the right to waive the training requirement in our absolute discretion where we are satisfied that you have sufficient skill, knowledge and experience with both the operational requirements and our prescribed and preferred procedures. On the job training will be conducted at your proposed Freshly Go Counter or another location that we select.

Our trainers are various individuals who work in various departments such as operations, product, and compliance, and each trainer teaches in his or her area of expertise. As of the date of this Disclosure Document, these include: Gerardo Siordia Posada, who has 6 years' experience with us, is our Director of Corporate Training; Lucien Fray, who has less than 1 year of experience with us, but has over 5 years of experience with our affiliates, is our lead instructor for franchise management, operations, compliance, and customer service; Nelson Lee, who has 6 years of experience with us, is our food preparation, product development, and sampling programs instructor; and Raymond Kuah, who has 4 years of experience with us, ~~and~~ is our store openings, on-the-job training, merchandising, and quality control instructor. Continuous, on-demand refreshers are provided through the Attensi training platform.

To help compare the store's reported sales and reduce or avoid discrepancies, during training we instruct you on keeping a log of your sales; and comparing your log to the sales reports we send you, which are based on information reported to us by the facility owner. If there is a discrepancy, you must tell us within 30 days. We can then contact the facility owner to alert them and attempt to reconcile the discrepancy. (Fran. Agmt § 10.3).

2. We will identify a grocery store or other venue where your Freshly Go Counter will be located and we will have worked with them on the build-out of the Freshly Go Counter. (Fran. Agmt. Sec. 3.1). Locations are established based on our parent's or our written agreement with a grocery store chain or venue owner, to place Freshly Go Counters at their locations. We are not required to show you the agreement. Our 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	February 5, 2026, <a href="#">amended</a>
Hawaii	January 28, 2026, <a href="#">amended</a>
Illinois	January 7, 2026, <a href="#">amended</a>
Indiana	December 29, 2025, <a href="#">amended</a>
Maryland	Pending
Michigan	July 31, 2025, amended December 17, 2025
North Dakota	December 29, 2025, <a href="#">amended</a>
New York	<a href="#">Pending</a> <a href="#">April 13, 2026, amended</a>
Rhode Island	January 7, 2026, <a href="#">amended</a>
South Dakota	December 29, 2025
Virginia	Pending
Washington	Pending
Wisconsin	December 29, 2025, <a href="#">amended</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  
(Franchisee's Copy)**

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

If AFC offers you a franchise, AFC 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 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. 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 that relates to the franchise relationship, whichever occurs first.

If AFC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state administrator listed in Exhibit K to the disclosure document.

The name, principal business address and phone number of each franchise seller offering the franchise is:

**Franchisor:**

Advanced Fresh Concepts Franchise Corp.  
19700 Mariner Avenue  
Torrance, California 90503  
Telephone: 310-604-3200  
info@afcsushi.com  
www.afcsushi.com

**Franchise Seller:**

Name of Individual(s) selling on behalf of Franchisor:

\_\_\_\_\_  
\_\_\_\_\_

Advanced Fresh Concepts Franchise Corp.  
19700 Mariner Avenue  
Torrance, California 90503  
Telephone: 310-604-3200

Issuance Date: November 26, 2025, amended May 7, 2026.

We authorize Incorp Services, Inc. 5716 Corsa Avenue, Suite 110, Westlake Village, California 91362-7354 to receive service of process for us or see Exhibit K if you are located outside California.

I received a Disclosure Document dated November 26, 2025, amended May 7, 2026, that included the following Exhibits:

A.	Financial Statements	I.	Table of Contents of Operating Manual and SSOP Manual
B.	Franchise Application	J.	List of Franchisees, Company Owned Locations, Transfers, Terminations, Non-Renewals, Ceased Operations/Other in our Last Fiscal Year
C.	Franchise Agreement	K.	List of State Administrators and Agents for Service of Process
D.	General Release	L.	State Specific Addenda
E.	Assignment of Franchise Agreement and Franchisor Consent	M.	Confidentiality Agreement
F.	Asset Sale and Purchase Agreement	N.	Tablet Specifications
G.	Food Service Counter Transfer Agreement	O.	Receipts
H.	Promissory Note		

Date: \_\_\_\_\_

\_\_\_\_\_  
PROSPECTIVE FRANCHISEE'S SIGNATURE

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

**Keep This Copy for Your Records.**

**RECEIPT  
(Franchisor's Copy)**

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Telephone: 310-604-3200  
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www.afcsushi.com

**Franchise Seller:**

Name of Individual(s) selling on behalf of Franchisor:

\_\_\_\_\_  
\_\_\_\_\_

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H.	Promissory Note		

Date: \_\_\_\_\_

\_\_\_\_\_  
PROSPECTIVE FRANCHISEE'S SIGNATURE

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

**Return this copy to us.**