

1
2
3
4
5
6
7
8

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
SECURITIES DIVISION**

IN THE MATTER OF DETERMINING
whether there has been a violation
of the Franchise Investment Protection Act of
Washington by:

Order Number S-07-270-07-CO01

CONSENT ORDER

KEEP ROCKIN' LLC;
THE WEDGE CORPORATION,

Respondents.

9
10
11
12
13
14

INTRODUCTION

Pursuant to the Franchise Investment Protection Act of Washington, RCW 19.100, the Securities Division and Respondents Keep Rockin' LLC and The Wedge Corporation do hereby enter into this Consent Order in settlement of the matters alleged herein. Respondents neither admit nor deny the Findings of Fact and Conclusions of Law stated below.

15
16
17
18
19
20
21
22

FINDINGS OF FACT

Respondents

1. Keep Rockin' LLC ("Keep Rockin'"), a Washington limited liability company, was formed on June 18, 2007. Keep Rockin's principal place of business is located at 1508 O Street Southwest #105, Auburn, Washington 98001. Keep Rockin' is owned and operated by Don Bellis and Jay Gigandet.

2. The Wedge Corporation, a Washington corporation, was formed on September 28, 1993. The Wedge Corporation's principal place of business is located at 1508 O Street Southwest #105,

1 Auburn, Washington 98001. The Wedge Corporation is owned and operated by Don Bellis and Jay
2 Gigandet.

3 Nature of Offering

4 3. Keep Rockin' offers a franchise opportunity to operate a pizza restaurant named The Rock
5 Wood Fired Pizza & Spirits. Purchasers of the franchise opportunity are provided with training as well
6 as operations manuals. Purchasers are obligated to pay initial and ongoing fees, including an initial
7 \$50,000 franchise fee, a monthly royalty fee, and a monthly advertising fee. Purchasers are entitled to
8 use the marks and associated trade names, trademarks, service marks, logotypes, and other commercial
9 symbols associated with The Rock Wood Fired Pizza & Spirits, including the trade name "The Rock"
10 and the slogan "Hell Yeah... That's Good Pizza."

11 4. Keep Rockin' obtained its rights in the operating system and proprietary marks of The
12 Rock Wood Fired Pizza & Spirits through an assignment of interest by The Wedge Corporation. The
13 Wedge Corporation continues to operate five The Rock Wood Fired Pizza & Spirits restaurants in
14 Washington, all of which were opened prior to the assignment of franchisor rights to Keep Rockin'. The
15 Wedge Corporation plans to become a franchisee of Keep Rockin'.

16 5. In 2006, prior to assigning franchisor rights to Keep Rockin', The Wedge Corporation
17 offered and sold a The Rock Wood Fired Pizza & Spirits franchise opportunity to a Washington resident.
18 The Wedge Corporation failed to provide a Uniform Franchise Offering Circular ("UFOC") to the
19 resident.

20 //

21 //

22 //

1 **CONSENT ORDER**

2 Based upon the foregoing and finding it in the public interest:

3 IT IS AGREED AND ORDERED that Respondents, Keep Rockin' LLC, The Wedge
4 Corporation, and their agents and employees, each shall cease and desist from offering or selling
5 franchises in violation of RCW 19.100.020, the registration section of the Franchise Investment
6 Protection Act of the State of Washington.

7 IT IS FURTHER AGREED AND ORDERED that Respondents Keep Rockin' LLC and The
8 Wedge Corporation shall disclose the existence and contents of this Order in any Uniform Franchise
9 Offering Circular or Disclosure Document approved for use in the State of Washington for a period of
10 three years from the date of entry of this Order.

11 IT IS FURTHER AGREED that Respondents Keep Rockin' LLC and The Wedge Corporation
12 shall inform the current Washington franchisee of this Order by providing the franchisee with copies of
13 this Order and a Uniform Franchise Offering Circular or Disclosure Document authorized by the
14 Securities Division which discloses the existence and contents of this Order. Respondents shall provide
15 proof of delivery to the Securities Division within 60 days of the date of entry of this Order.

16 IT IS FURTHER AGREED that Respondents Keep Rockin' LLC and The Wedge Corporation
17 shall pay to the Securities Division the costs, fees, and other expenses incurred in the investigation and
18 prosecution of this matter in the amount of five hundred dollars (\$500) on or before the date of entry of
19 this Order.

20 IT IS FURTHER AGREED that this Order shall remain in force and effect for a period of three
21 years from the date of entry of this Order.

22 IT IS FURTHER AGREED that the Securities Division has jurisdiction to enter this Order.

1 IT IS FURTHER AGREED that in consideration of the foregoing, Respondents Keep Rockin'
2 LLC and The Wedge Corporation waive their rights to a hearing in this matter and judicial review of this
3 matter pursuant to Chapter 34.05 RCW.

4
5 SIGNED this 22nd day of August, 2007.

6 Approved for Entry by:

7
8 By /s/ _____
9 David M. Byers, Attorney for Keep Rockin' LLC
Washington State Bar Association #29228

10 Signed by:

11 Keep Rockin' LLC

12
13 By /s/ _____
Don Bellis, Managing Partner

14 Signed by:

15 Keep Rockin' LLC

16
17 By /s/ _____
18 Jay Gigandet, Managing Partner

19
20 Signed by:

21 The Wedge Corporation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

By /s/ _____
Don Bellis, President and Co-Owner

Signed by:
The Wedge Corporation

By /s/ _____
Jay Gigandet, Vice President and Co-Owner



SIGNED and ENTERED this 28th day of August, 2007.

MICHAEL E. STEVENSON
Securities Administrator

Approved by:

Suzanne Sarason
Chief of Compliance & Examinations

Presented by:

Jill M. Vallely
Enforcement Attorney