



## FRANCHISE DISCLOSURE DOCUMENT

### ABS FRANCHISE SERVICES, INC.

A California corporation  
3636 Camino Del Rio North #100  
San Diego, California 92108  
619.585.9011  
[www.franchise.ABetterSolution.com](http://www.franchise.ABetterSolution.com)

Received  
LA Mailroom

JUN 30 2017

Department of  
Business Oversight

You will operate an agency that markets and provides supplemental non-medical and companion care to clients within their homes and to clients who are in assisted living or nursing facilities, operating under the A Better Solution in Home Care Brand and using the A Better Solution in Home Care System.

The total estimated required initial investment to begin operation of A Better Solution, Inc. franchised business ranges from \$70,590 to \$131,990. This includes \$42,750 which must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you can sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, 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 the Franchise Administration Department at 3636 Camino Del Rio North #100, San Diego, California 92108 (619)585-9011.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully, including the attachments. 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 agency about them.

ISSUANCE DATE: April 10, 2017 as amended June 27, 2017

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

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

State	Effective Date	State	Effective Date
California	April 18, 2017 <u>as amended</u>	New York	Not Registered
Hawaii	Not Registered	North Dakota	Not Registered
Illinois	Not Registered	Rhode Island	Not Registered
Indiana	Not Registered	South Dakota	Not Registered
Maryland	Not Registered	Virginia	Not Registered
Michigan	Not Registered	Washington	Not Registered
Minnesota	Not Registered	Wisconsin	Not Registered

In all the other states, the effective date of this disclosure document is the issuance date of April 10, 2017 as amended June 27, 2017

**ABS FRANCHISE SERVICES, INC.**

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	Provision	Section in Franchise Agreement	Summary
s.	Modification of the agreement	Article 21	Only by written agreement; we may modify the Agreement at any time.
t.	Integration/merger clause	Article 21	Only the terms of the Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable. <u>Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.</u>
u.	Dispute resolution by arbitration or mediation	Article 19	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or marketing fees or to enforce trademark or trade secret rights and covenants against competition, we will settle all disputes with you by Arbitration, which will only occur after the parties try informally to resolve the dispute and participate in mediation.
v.	Choice of forum	Articles 19 & 21	Litigation or arbitration must be in the state of California.
w.	Choice of law	Article 21	California state law applies

## Item 18. Public Figures

We do not currently use any public figure to promote Our franchise.

## Item 19. Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This financial performance representation discloses ~~historical~~ certain 2016 sales information and cost and expense in formation of the one affiliate-owned Agency. It also discloses 2016 gross sales (as defined below) information for calendar year 2016 for the one franchisee-owned Agency. The affiliate-owned Agency and ~~one~~ the franchisee-owned Agencies, Agency had each of which had been open and in operation for 12 full calendar months as of December 31, 2016.

The affiliate-owned Agency has been open and operating for over 16 years and our franchisee has been open and operating for 1 year. The affiliate-owned Agency also differs from our typical franchisee Agency in several material respects, as follows: (i) the affiliate-owned Agency offers health and "skilled" services, which are services that initially you will not be permitted to offer; (ii) the affiliate-owned Agency expends a greater amount of money on marketing and has more dedicated resources than a typical franchisee owned Agency; (iii) the affiliate-owned Agency has a team of 4 dedicated care managers who are responsible for marketing and client case management; and (iv) **ABS FRANCHISE SERVICES, INC.**

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