



STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state administrators listed in Exhibit F for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE LAWS.
2. WE WERE FORMED ON JANUARY 11, 2010 AND HAVE A LIMITED OPERATING HISTORY IN THE OFFER OF FRANCHISES.
3. EACH PRINCIPAL OWNER ENTERING INTO THE FRANCHISE AGREEMENT ATTACHED THIS FRANCHISE DISCLOSURE DOCUMENT MUST GURANTEE ALL OBLIGATIONS OF FRANCHISEE UNDER THE FRANCHISE AGREEMENT, THEREBY PLACING HIS/HER PERSONAL ASSETS AT RISK.
4. IF YOU ARE A BUSINESS ENTITY, YOUR OWNERS WILL HAVE TO GURANTY YOUR OBLIGATIONS AND BE NOUND BY THE PROVISION OF OUR FRANCHISE AGREEMENT. THE SPOUSES OF THE OWNERS MAY ALSO BE REQUIRED TO CONSENT TO THE GURANTEE, WHICH PLACES THE SPOUSES' MATERIAL ASSETS AT RISK.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See state effective dates on next page.

Provision	Section in Franchise Agreement unless otherwise indicated	Summary
t. Integration/Merger clause	§21.7	All agreements between the parties are in the Franchise Agreement and its exhibits. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this franchise disclosure document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 20	Both of us agree to attempt to resolve any dispute in a non-binding mediation held in Los Angeles, California before commencing any proceeding. All disputes must be resolved by judicial reference in Los Angeles, California, except for certain matters which may be brought in court.
v. Choice of forum	§§ 20.2 & 20.3	Subject to state law, all proceedings will be held in Los Angeles, California. Both of us waive the right to a trial by jury.
w. Choice of law	§ 21.6	Franchise Agreement: California law applies, except for the provisions respecting non-competition, which are governed by local law.

**ITEM 18
PUBLIC FIGURES**

We do not use any public figures to promote this franchise.

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to disclose 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 the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may only be given 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 performance at a particular location or under particular circumstances.

The following information reflects the past financial performance of our Affiliate-operated businesses for our fiscal years ended December 31, 2013, December 31, 2014 and December 31, 2015 fiscal year. This information consists of the actual Gross Revenues and Field Staff Labor Costs of the two "Redwood Healthcare Staffing" Businesses operated by our Affiliates which were open at least 18 months, as of the end of each reporting period. Other than Field Staff Labor Costs, the information in

this Item 19 does not reflect the costs of sales, operating expenses, or other costs or expenses, including those described in Items 5, 6 and 7 above, that must be deducted from the gross revenue or gross sales figures to obtain net income or profit. Also, we have not included information about our franchised Businesses because we have only included information about Businesses which were opened for a full 18 months as of the end of each reporting period, and there were no Franchisee-owned businesses that met this criterion. The following figures should be read in conjunction with the notes below the chart:

	Gross Revenues and Field Staff Labor for Fiscal Year Ending 12/31/13	Gross Revenues and Field Staff Labor for Fiscal Year ending 12/31/13	Gross Revenues and Field Staff Labor for Fiscal Year Ending 12/31/14	No. and % of Businesses Attaining or Surpassing
Las Vegas, NV	GR - \$1,167,105.17 FSL - \$1,004,738.99	GR - \$1,271,470.36 FSL - \$921,843.63	GR - \$1,060,454.91 FSL - \$433,402.29	1 / 50%
San Diego, CA	GR - \$706,882.83 FSL - \$513,340.37	GR - \$878,807.00 FSL - \$630,871.14	GR - \$ 667,380.22 FSL - \$394,131.87	2 / 100%

1. "Gross Revenues" represents the total of all revenues received or receivable by our respective Affiliates for each of the office locations indicated during each of the applicable reporting periods.
2. "Field Staff Labor Costs" represent the wages paid to nurses and other professionals by our respective Affiliates for each of the office locations indicated, during each of the applicable reporting periods, excluding payroll taxes, workers compensation insurance, and stipends.
3. The information included above relates only to those franchised, and Affiliate-operated Businesses that were open and operating for at least 18 months at all times during each reporting period. All sales results of all Businesses meeting this criterion are included. Four (4) Businesses were opened for all or part of the first 7 months of 2013, of which two (2) were excluded because they were open fewer than 18 months during the reporting period. Four (4) Businesses were opened for all or part of the 2014, of which none were excluded. Four (4) Businesses were opened for all or part of the 2015, of which none were excluded
4. The information for our Affiliate-owned businesses is derived from our Affiliates' company records kept in the ordinary course of business, and although we believe the figures in the table above are accurate and reliable, the figures have not been audited.
5. A new franchisee's individual results may differ from the results stated in this Item 19 financial performance representation. Numerous factors will impact your results that may differ from those experienced by our Affiliates, including but not limited to the following:
 - a. Our Las Vegas, Nevada Business first opened in June 2011 and our San Diego, California Business first opened in March 2011 and they have begun to develop brand recognition and reputation in the local community. If you open in an area where we have not previously operated, lack of pre-existing brand recognition could affect your sales.
 - b. Gross Revenues and Field Staff Labor Costs may vary widely from market to market and may be affected by many influences including existing and potential competition; general economic conditions; demographics; pricing; governmental regulations; prevailing labor wage rates, and other costs; and your background, skills and

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