

## FRANCHISE DISCLOSURE DOCUMENT



Remedy Intelligent Staffing, LLC a California limited liability company 1040 Crown Pointe Parkway, Suite 1040, Atlanta, Georgia 30338 (805) 882-2200 Website: <u>www.remedystaff.com</u> <u>www.westaff.com</u> Email: <u>franchise@remedystaff.com</u>

The franchise is a business that markets, sells, and provides high quality temporary employment and direct-hire employment services to businesses under the trade names "Remedy," or "Westaff," (each a "Franchised Business").

The total investment necessary to begin operation of a Franchised Business ranges from \$152,010 - \$258,450. This includes initial fees of \$39,950 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, please contact Ms. Deanna Miranda, at 1040 Crown Pointe Parkway, Suite 1040, Atlanta, Georgia 30338 telephone (949) 425-7636.

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 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, D.C. 20580. You can also visit the FTC's home page at 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.



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## **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 franchise administrator listed in Exhibit A for information about the franchisor 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 GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 2. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE WITH US ONLY IN GEORGIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN GEORGIA THAN IN YOUR HOME STATE.
- 3. YOU MUST MAKE MINIMUM PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
- 4. CONTINUED COMPLIANCE WITH THE FRANCHISE AGREEMENT IS DEPENDENT UPON CERTAIN PERFORMANCE STANDARDS BEING MET. SEE FRANCHISE AGREEMENT, EXHIBIT A.
- 5. FRANCHISOR OWNS AND COLLECTS ALL INCOME, THEN REDISTRIBUTES COMPENSATION BACK TO THE FRANCHISEE AFTER DEDUCTING ITS FEES. THIS CAN SEVERELY IMPACT FRANCHISEE'S CASH FLOW.
- 6. THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS (SEE EMPHASIS OF MATTER) SHOW THAT IT IS DEPENDENT ON THE PARENT COMPANY TO SATISFY ITS OBLIGATIONS. IF THE PARENT CANNOT DO SO, THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.
- 7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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