UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2015

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 000-55203

eWELLNESS HEALTHCARE CORPORATION
(Exact name of registrant as specified in its charter)

Nevada	**45-1560906**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
11825 Major Street, Culver City, California	**90230**
(Address of principal executive offices)	(Zip Code)

(310) 915-9700
(Registrant's telephone number, including area code)

Copies of Communications to:
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Indicate by check mark whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Ruble 12b-2 of the Exchange Act.

Large accelerated filer [ ] Accelerated filer [ ]

Non-accelerated filer [ ] (Do not check if a smaller reporting company) Smaller reporting company [X]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes [X] No [ ]

The number of shares of Common Stock, $0.001 par value, outstanding on May 12, 2015 was 16,881,000 shares.

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

eWELLNESS HEALTHCARE CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2015 (unaudited)	December 31, 2014
ASSETS		
CURRENT ASSETS		
Cash	$ 25,753	$ 900
Advances - related party	-	7,054
Prepaid Expenses	71,845	26,274
Total current assets	97,598	34,228
Property & equipment, net	7,226	3,231
Intangible assets, net	22,077	22,816
TOTAL ASSETS	$ 126,901	$ 60,275
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 139,162	$ 174,044
Accounts payable - related party	43,056	56,155
Accrued expenses - related party	25,076	30,181
Accrued compensation	414,000	329,000
Contingent liability	90,000	90,000
Short term note and liabilities	166,100	-
Total current liabilities	877,394	679,380
Convertible debt, net of discount	187,159	178,433
Total Liabilities	1,064,553	857,813
STOCKHOLDERS' EQUITY (DEFICIT)		
Preferred stock, authorized, 10,000,000 shares, $.001 par value, 0 shares issued and outstanding	-	-
Common stock, authorized 100,000,000 shares, $.001 par value, 16,881,000 and 16,421,000 issued and outstanding, respectively	16,881	16,421
Additional paid in capital	1,263,625	1,087,320
Accumulated deficit	(2,218,158)	(1,901,279)
Total Stockholders' Equity (Deficit)	(937,652)	(797,538)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 126,901	$ 60,275

The accompanying notes are an integral part of these condensed consolidated financial statements

eWELLNESS HEALTHCARE CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
For the Three Months ended March 31, 2015 and 2014
(unaudited)

	Three Months Ended	
	March 31, 2015	**March 31, 2014**
OPERATING EXPENSES		
Executive compensation	$ 186,000	$ 186,000
General and administrative	34,588	25,031
Professional fees	90,394	29,671
Research and development - related party	-	30
Total Operating Expenses	310,982	240,732
Loss from Operations	(310,982)	(240,732)
OTHER INCOME (EXPENSE)		
Gain from extinguishment of debt	11,323	-
Interest expense, related parties	(1,078)	-
Interest expense	(16,142)	-
Loss before Income Taxes	(316,879)	(240,732)
Income tax expense	-	(50)
Net Loss	$ (316,879)	$ (240,782)
Basic and diluted (loss) per share	$ (0.02)	$ (0.03)
Basic and diluted weighted average shares outstanding	16,740,778	9,200,000

The accompanying notes are an integral part of these condensed consolidated financial statements

eWELLNESS HEALTHCARE CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Three Months Ended March 31, 2015 and 2014
(unaudited)

	For Three Months Ended	
	March 31, 2015	**March 31, 2014**
Cash flows from operating activies		
Net loss	$ (316,879)	$ (240,732)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	950	449
Contributed services	97,500	1,500
Shares issued for services	9,389	-
Warrants issued for services	7,153	-
Convertible debt discount	8,726	-
Imputed interest - related party	1,078	-
Changes in operating assets and liabilities		
Advances - related parties	7,054	(2,390)
Prepaid expense	16,074	-
Accounts payable and accrued expenses	(34,880)	22,661
Accounts payable - related party	(13,100)	-
Accrued expenses - related party	(5,105)	18,506
Accrued compensation	85,000	186,000
Net cash used in operating activities	(137,040)	(14,006)
Cash flows from investing activities Purchase of equipment	(4,207)	-
Net cash used in investing activities	(4,207)	-
Cash flows from financing activities		
Common stock subscribed	146,100	-
Convertible loan payable	20,000	30,000
Net cash provided by financing activities	166,100	30,000
Net increase (decrease) in cash	24,853	15,994
Cash, beginning of period	900	-
Cash, end of period	$ 25,753	$ 15,994
Supplemental Information:		
Cash paid for:		
Taxes	$ -	$ 50
Interest Expense	$ -	$ -

The accompanying notes are an integral part of these condensed consolidated financial statements

Note 1. The Company

The Company and Nature of Business

eWellness Healthcare Corporation (f/k/a Dignyte, Inc.), (the "Company", "we", "us", "our") was incorporated in the State of Nevada on April 7, 2011, to engage in any lawful corporate undertaking, including, but not limited to, selected mergers and acquisitions. The Company has generated no revenues to date. Prior to the Share Exchange Agreement discussed below, other than issuing shares to its original shareholder, the Company never commenced any operational activities.

eWellness was incorporated in Nevada in May 2013. Following a share exchange detailed below we completed in April 2014, pursuant to which eWellness Corporation, a Nevada corporation became our wholly owned subsidiary, we abandoned our prior business plan and we are now pursuing eWellness Corporation's historical businesses and proposed businesses. Our historical business and operations will continue independently. eWellness is an early-stage Los Angeles based corporation that seeks to provide a unique telemedicine platform that offers Distance Monitored Physical Therapy (DMpt) Programs utilizing its proprietary WWW.PHZIO.COM telemedicine platform initially to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems, in addition to in-office sessions. Based on today's insurance landscape, our main revenue source shall come from a combination of in-office and telemedicine visits. Amid ongoing challenges and changes within the healthcare industry, telemedicine is emerging as an increasingly attractive tool for delivering quality medical services.

Share Exchange Agreement

On April 11, 2014, Digntye, Inc. ("Dignyte"), a publicly held Nevada corporation and eWellness Corporation ("Private Co"), a privately held company incorporated in Nevada, executed a Share Exchange Agreement (or "Initial Exchange Agreement"). Prior to the execution and delivery of the final Amended and Restated Share Exchange Agreement (the "Agreement"), the Board of Directors of Dignyte approved the Agreement and the transactions contemplated thereby. Similarly, the Board of Directors of the Private Co. approved the exchange. On April 25, 2014, immediately prior to the execution and delivery of the Agreement, Dignyte amended its certificate of incorporation to change its corporate name from "Dignyte, Inc." to "eWellness Healthcare Corporation."

Pursuant to the Agreement, eWellness Healthcare Corporation issued 9,200,000 shares of unregistered common stock, $.001 par value (the "common stock") to the shareholders of the Private Co. in exchange for all outstanding shares of the Private Co.'s common stock. In addition, our former chief executive officer agreed: (i) to tender 5,000,000 shares of common stock back to the Company for cancellation; (ii) assign from his holdings, an additional 2,500,000 shares to the shareholders of the Private Co. resulting in a total of 11,700,000 shares owned by those shareholders; and, (iii) to a further assignment of an additional 2,100,000 shares to other parties as stated therein (collectively, the "CEO Stock Actions").

As the parties satisfied all of the closing conditions, on April 30, 2014, we closed the Share Exchange. As a result, the Private Co. shareholders own approximately 76.97% of our issued and outstanding common stock, after giving effect to CEO Stock Actions.

Following the Share Exchange, we abandoned our prior business plan and we are now pursuing the Private Co.'s historical businesses and proposed businesses. The Private Co. is the surviving company under the share exchange and became a wholly owned subsidiary of the Company.

For financial reporting purposes, the Share Exchange represents a "reverse merger" rather than a business combination. Consequently, the transaction is accounted for as a reverse-merger and recapitalization. eWellness Corporation is the acquirer for financial reporting purposes and Dignyte, Inc. is the acquired company. Consequently, the assets and liabilities and the operations that are reflected in the historical financial statements prior to the transactions are those of eWellness Corporation and are recorded at the historical cost basis of eWellness Corporation, and the consolidated financial statements after completion of the transaction include the assets, liabilities and operations of eWellness Healthcare Corporation, and eWellness Corporation from the closing date of the transaction. Additionally all historical equity accounts and awards of eWellness Corporation, including par value per share, share and per share numbers, have been adjusted to reflect the number of shares received in the transaction.

The foregoing description of the Share Exchange Agreement does not purport to be complete and is qualified in its entirety by the Share Exchange Agreement, a copy of which is attached as Exhibit 10.1 to the Company's Current Report on Form 8-K as filed with the Securities and Exchange Commission on May 10, 2014. At the execution of the Share Exchange Agreement, the total number of shares of common stock outstanding was 15,200,000.

The Company is in the initial phase of developing a unique telemedicine platform that offers Distance Monitored Physical Therapy Programs ("DMpt") to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems specifically designed to help prevent patients that are pre-diabetic from becoming diabetic. The Company's activities are subject to significant risks and uncertainties, including failure to secure funding to operationalize the Company's business plan.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The interim financial information of the Company as of periods ended March 31, 2015 and March 31, 2014 is unaudited. The balance sheet as of December 31, 2014 is derived from audited financial statements of eWellness Healthcare Corporation. The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles for interim financial statements. Accordingly, they omit or condense footnotes and certain other information normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles. The accounting policies followed for quarterly financial reporting conform to the accounting policies disclosed in ASU 2014-10. In the opinion of management, all adjustments which are necessary for a fair presentation of the financial information for the interim periods reported have been made. All such adjustments are of a normal recurring nature. The results of operations for the three months ended March 31, 2015 are not necessarily indicative of the results that can be expected for the entire year ending December 31, 2015. The unaudited financial statements should be read in conjunction with the financial statements and the notes thereto included in the Company's annual report on Form 10-K for the year ended December 31, 2014.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from these good faith estimates and judgments.

Going Concern

For the period ended March 31, 2015, the Company has no revenues and no operations. The Company has an accumulated loss of $2,211,005. In view of these matters, there is substantive doubt about the Company's ability to continue as a going concern. The Company's ability to continue operations is dependent upon the Company's ability to raise additional capital and to ultimately achieve sustainable revenues and profitable operations, of which there can be no guarantee. The Company intends to finance its future development activities and its working capital needs largely from the sale of public equity securities with some additional funding from other traditional financing sources, including term notes, until such time that funds provided by operations are sufficient to fund working capital requirements. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

Deferred Offering and Acquisition Costs

The Company defers as other assets the direct incremental costs of raising capital until such time as the offering is completed. At the time of the completion of the offering, the costs will be charged against the capital raised. Should the offering be terminated, the deferred offering costs will be charged to operations during the period in which the offering is terminated. Direct acquisition costs will be expensed as incurred.

Fair Value of Financial Instruments

The Company complies with the accounting guidance under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820-10, *Fair Value Measurements,* as well as certain related FASB staff positions. This guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact business and considers assumptions that marketplace participants would use when pricing the asset or liability, such as inherent risk, transfer restrictions, and risk of nonperformance.

The guidance also establishes a fair value hierarchy for measurements of fair value as follows:

Level 1 – quoted market prices in active markets for identical assets or liabilities.

Level 2 – inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

As of March 31, 2015 and 2014, the Company did not have Level 1, 2, or 3 financial assets or liabilities.

Cash and Cash Equivalents

Cash and cash equivalents includes all cash deposits and highly liquid financial instruments with an original maturity to the Company of three months or less.

Property and Equipment

Property and equipment consists of assets with useful lives longer than one year. Useful lives for assets have been determined to be 5 years for the Company.

Revenue Recognition

The Company has yet to realize revenues from operations. Once the Company has commenced operations, it will recognize revenues when delivery of goods or completion of services has occurred provided there is persuasive evidence of an agreement, acceptance has been approved by its customers, the fee is fixed or determinable based on the completion of stated terms and conditions, and collection of any related receivable is probable.

Loss per Common Share

The Company follows ASC Topic 260 to account for the loss per share. Basic loss per common share calculations are determined by dividing net loss by the weighted average number of shares of common stock outstanding during the period. Diluted loss per common share calculations are determined by dividing net loss by the weighted average number of common shares and dilutive common share equivalents outstanding. During periods when common stock equivalents, if any, are anti-dilutive they are not considered in the computation. As the Company has no common stock equivalents and has incurred losses for the period ended March 31, 2015, no dilutive shares are added into the loss per share calculations.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") that are adopted by the Company as of the specified date. If not discussed, management believes that the impact of recently issued standards, which are not yet effective, will not have a material impact on the Company's financial statements presentation.

Note 3. Property and Equipment

Property and equipment consists of computer equipment that is stated at cost of $8,420 and $4,214 less accumulated depreciation of $1,194 and $983 at March 31, 2015 and December 31, 2014, respectively. Depreciation expense was $211 for the periods ended March 31, 2015 and March 31, 2014. Depreciation expense is computed using the straight-line method over the estimated useful life of the assets, which is five years for computer equipment.

Note 4. Intangible Assets

The Company recognizes the cost of a software license and a license for use of a programming code as intangible assets. The stated cost of these assets were $24,770 and $24,770 less accumulated amortization of $2,693 and $1,954 for the periods ended March 31, 2015 and December 31, 2014, respectively. For the periods ended March 31, 2015 and March 31, 2014, the amortization expense recorded was $739 and $239, respectively.

Note 5. Related Party Transactions

A company for which the Company's former Secretary-Treasurer and CFO is also serving as CFO, has paid $73,610 on the Company's behalf. The amount outstanding as of March 31, 2015 and December 31, 2014 was $43,056 and $56,155, respectively. During the periods ended March 31, 2015 and March31, 2014, the Company recorded $1,078 and $856, respectively of imputed interest on the amount owed to the related party based on an interest rate of 8%.

During 2014, the Company entered into a license agreement with a programming company in which one of our directors is Chief Marketing Officer. Through the licensing agreement, we obtained a perpetual license to use the programming code created by a video management platform as a base to develop our telemedicine video service for a license fee of $20,000. The license fee is recorded as an Intangible Asset and Accounts Payable on the Balance Sheet.

The Company rents its Culver City, CA office space from a company owned by our CEO. The imputed rent expense of $500 per month is recorded in the Consolidated Statement of Operations and Additional Paid in Capital in the Balance Sheet.

The officers of the Company incur personal expenses on behalf of the Company. The amounts outstanding as of March 31, 2015 and December 31, 2013 were $25,076 and $30,181, respectively.

Note 6. Income Taxes

The tax provision for interim periods is determined using an estimate of the Company's effective tax rate for the full year adjusted for discrete items, if any, that are taken into account in the relevant period. Each quarter the Company updates its estimate of the annual effective tax rate, and if the estimated tax rate changes, the Company makes a cumulative adjustment.

At March 31, 2015 and December 31, 2014, the Company has a full valuation allowance against its deferred tax assets, net of expected reversals of existing deferred tax liabilities, as it believes it is more likely than not that these benefits will not be realized.

The Company did not identify any material uncertain tax positions of the Company on returns that have been filed or that will be filed. The Company has not had operations and has deferred items consisting entirely of unused Net Operating Losses.. Since it is not thought that this Net Operating Loss will ever produce a tax benefit, even if examined by taxing authorities and disallowed entirely, there would be no effect on the financial statements.

The Company's policy is to recognize potential interest and penalties accrued related to unrecognized tax benefits within income tax expense. For the periods ended March 31 2015, and March 31, 2014 the Company did not recognize nor accrue any interest or penalties.

Note 7. Convertible Notes Payable

On December 23, 2014 the Company issued $213,337 convertible promissory notes (the "Notes") and warrants to purchase shares of common stock to four individual investors. The overall terms of the Notes are as follows:

- Interest rate: 12% per annum. During the period ended March 31, 2015, the Company recorded $6,969 of accrued interest.
- Due date: One year after the registration statement registering the shares of common stock underlying the Notes for resale is declared effective. The Company is to pay the principal amount and all accrued and unpaid interest on or before the due date.
- Redemption right: Any time the closing price of the Company's common stock has been at or above $1.50 for 20 consecutive trading days, the Company has the right to redeem all or any part of the principal and accrued interest of the Notes, following written notice to the holders of the Notes.
- Optional Conversion: At the option of the holders, the Notes may be converted into shares of the Company's common stock at a conversion price equal to $0.35 per share.
- Additionally, if the Company elects to exercise the redemption right, the holders have the opportunity to elect to take the cash payment or to convert all or any portion of the Notes into shares of the Company's common stock.
- The conversion price is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events.
- The Notes are senior in rank to any other debt held by our officers, directors or affiliates and may not be subordinated to any other debt issued by us without the written consent of the holder.
- Warrants: The holders of the Notes are granted the right for three years to purchase 609,534 additional shares of common stock at $.35 per share.
- During the time that any portion of these Notes are outstanding, if any Event of Default occurs and such Default is not cured by the Company within sixty (60) days of the occurrence of the Event of Default (the "Cure Period"), the amount equal to one hundred fifty percent (150%) of the outstanding principal amount of this Note, together with accrued interest and other amounts owing shall become at the holder's election, immediately due and payable in cash. The holders at its option have the right, with three (3) business days advance written notice to the Company after the expiration of the Cure Period, to elect to convert the Notes into shares of the Company's common stock pursuant to the Optional Conversion rights disclosed above.
- The Company's Condensed Consolidated Balance Sheets report the following related to the convertible promissory note:

	March 31, 2015
Principal amount	$ 213,337
Unamortized debt discount	(26,178)
Net carrying amount	$ 187,159

The Company valued the warrants as the difference in the value of the Note at its stated interest rate of 12% and the fair value of the Note at its discounted value using an expected borrowing rate of 18%.

For the period ended March 31, 2015, none of the debt had been converted and no warrants to purchase common stock had been exercised.

Under the guidance of ASC 470-20 Debt With Conversion and Other Options, the common shares of the Company, pending being listed on the OTC, and the net settlement requirements of the warrants will be analyzed at the end of each quarter to determine if the conversion does become readily convertible to cash which would require derivative accounting calculations and recording.

Note 8. Preferred and Common Stock

Preferred Stock

The total number of shares of preferred stock which the Company shall have authority to issue is 10,000,000 shares with a par value of $0.001. There have been no preferred shares issued as of March 31, 2015.

Common Stock

The total number of shares of common stock which the Company shall have authority to issue is 100,000,000 shares with a par value of $0.001.

On January 24, 2015, the Company authorized the issuance of 400,000 shares for consulting services at a value of $40,000 that will be amortized over the life of the contract.

On February 23, 2015, the Company authorized the issuance of 60,000 shares for consulting services for a value of $6,000 that will be amortized over the life of the contract.

As of the period ended March 31, 2015, the Company has 16,881,000 shares of $0.001 par value common stock issued and outstanding.

Holders of shares of common stock are entitled to cast one vote for each share held at all stockholders' meetings for all purposes including the election of directors. The common stock does not have cumulative voting rights.

No holder of shares of stock of any class is entitled as a matter of right to subscribe for or purchase or receive any part of any new or additional issue of shares of stock of any class or of securities convertible into shares of stock of any class, whether now hereafter authorized or whether issued for money, for consideration other than money, or by way of dividend.

The Company is currently conducting an offering of up to $1,200,000 convertible secured notes. On December 23, 2014, the Company closed the initial offering (See Footnote 7). During the period ended March 31, 2015, the Company received $146,100 in funds as part of the second part of the original offering. The receipt of these funds was recorded as a short term liability for the period ended March 31, 2015. The second part of the original offering was closed on April 9, 2015 and convertible notes and warrants were issued.

Warrants

On January 24, 2015, the Company authorized the issuance of 400,000 warrants that were issued as part of a consulting agreement extension that expired on October 21, 2015. The fair value of the warrants are $32,187 and the Company recorded $7,153 as consulting expense and $25,034 as prepaid expense to be amortized over the life of the contract which expires in October, 2015.

The following is a summary of the status of all of the Company's warrants as of March 31, 2015 and changes during the three months ended on that date:

	Number of Warrants	Weighted Average Exercise Price
Outstanding at January 1, 2015	-	$ -
Granted	400,000	$ 0.35
Exercised	-	$ -
Cancelled	-	$ -
Outstanding at March 31, 2015	400,000	$ 0.35

Note 9. Commitments, Contingencies

The Company may be subject to lawsuits, administrative proceedings, regulatory reviews or investigations associated with its business and other matters arising in the normal conduct of its business. The following is a description of an uncertainty that is considered other than ordinary, routine and incidental to the business.

The closing of the Initial Exchange Agreement with Private Co. was conditioned upon certain, limited customary representations and warranties, as well as, among other things, our compliance with Rule 419 ("Rule 419") of Regulation C under the Securities Act of 1933, as amended (the "Securities Act") and the consent of our shareholders as required under Rule 419. Accordingly, we conducted a "Blank Check" offering subject to Rule 419 (the "Rule 419 Offering") and filed a Registration Statement on Form S-1 to register the shares of such offering; the Registration Statement was declared effective on September 14, 2012. We used 10% of the subscription proceeds as permitted under Rule 419 and the amount remaining in the escrow trust as of the date of the closing of the Share Exchange was $90,000 (the "Trust Account Balance").

Rule 419 required that the Share Exchange occur on or before March 18, 2014, but due to normal negotiations regarding the transactions and the parties' efforts to satisfy all of the closing conditions, the Share Exchange did not close on such date. Accordingly, after numerous discussions with management of both parties, they entered into an Amended and Restated Share Exchange Agreement (the "Share Exchange Agreement") to reflect a revised business combination structure, pursuant to which we would: (i) file a registration statement on Form 8-A ("Form 8A") to register our common stock pursuant to Section 12(g) of the Exchange Act, which we did on May 1, 2014 and (ii) seek to convert the participants of the Rule 419 Offering into participants of a similarly termed private offering (the "Converted Offering"), to be conducted pursuant to Regulation D, as promulgated under the Securities Act.

Fifty-two persons participated in the Rule 419 Offering and each of them gave the Company his/her/its consent to use his/her/its escrowed funds to purchase shares of the Company's restricted common stock in the Converted Offering (the "Consent") rather than have their funds returned. To avoid further administrative work for the investors, we believe that we took reasonable steps to inform investors of the situation and provided them with an appropriate opportunity to maintain their investment in the Company, if they so choose, or have their funds physically returned. Management believed the steps it took constituted a constructive return of the funds and therefore met the requirements of Rule 419.

However, pursuant to Rule 419(e)(2)(iv), "funds held in the escrow or trust account shall be returned by first class mail or equally prompt means to the purchaser within five business days [if the related acquisition transaction does not occur by a date that is 18 months after the effective date of the related registration statement]." As set forth above, rather than physically return the funds, we sought consent from the investors of the Rule 419 Offering to direct their escrowed funds to the Company to instead purchase shares in the Converted Offering. The consent document (which was essentially a form of rescission) was given to the investors along with a private placement memorandum describing the Converted Offering and stated that any investor who elected not to participate in the Converted Offering would get 90% of their funds physically returned. Pursuant to Rule 419(b)(2)(vi), a blank check company is entitled to use 10% of the proceed/escrowed funds; therefore, if a return of funds is required, only 90% of the proceed/escrowed funds need be returned. The Company received $100,000 proceeds and used $10,000 as per Rule 419(b)(2)(vi); therefore, only $90,000 was subject to possible return.

As disclosed therein, we filed the amendments to the initial Form 8-K in response to comments from the SEC regarding the Form 8-K and many of those comments pertain to an alleged violation of Rule 419. The Company continued to provide the SEC with information and analysis as to why it believes it did not violate Rule 419, but was unable to satisfy the SEC's concerns. Comments and communications indicate that Rule 419 requires a physical return of funds if a 419 offering cannot be completed because a business combination was not consummated within the required time frame; constructive return is not permitted.

As a result of these communications and past comments, we are disclosing that we did not comply with the requirements of Rule 419, which required us to physically return the funds previously submitted to escrow pursuant to the Rule 419 Offering. As a result of our failure to comply with Rule 419, the SEC may bring an enforcement action or commence litigation against us for failure to strictly comply with Rule 419. If any claims or actions were to be brought against us relating to our lack of compliance with Rule 419, we could be subject to penalties (including criminal penalties), required to pay fines, make damages payments or settlement payments. In addition, any claims or actions could force us to expend significant financial resources to defend ourselves, could divert the attention of our management from our core business and could harm our reputation.

Ultimately, the SEC determined to terminate its review of the Initial Form 8-K and related amendments, rather than provide us with additional opportunities to address their concerns and therefore, we did not clear their comments. It is not possible at this time to predict whether or when the SEC may initiate any proceedings, when this issue may be resolved or what, if any, penalties or other remedies may be imposed, and whether any such penalties or remedies would have a material adverse effect on our consolidated financial position, results of operations, or cash flows. Litigation and enforcement actions are inherently unpredictable, the outcome of any potential lawsuit or action is subject to significant uncertainties and, therefore, determining at this time the likelihood of a loss, any SEC enforcement action and/or the measurement of the amount of any loss is complex. Consequently, we are unable to estimate the range of reasonably possible loss. Our assessment is based on an estimate and assumption that has been deemed reasonable by management, but the assessment process relies heavily on an estimate and assumption that may prove to be incomplete or inaccurate, and unanticipated events and circumstances may occur that might cause us to change that estimate and assumption. In light of the uncertainty of this issue and while Management evaluates the best and most appropriate way to resolve same, management determined to create a reserve on the Company's Balance Sheet for the $90,000 that was subject to the Consent.

On or about June 23, 2014, we entered into a license agreement with Bistromatics Corp., to which one of our directors is Chief Marketing Officer, pursuant to which we obtained a perpetual license to use the programming code created by a video management platform as a base to develop our telemedicine video service for a license fee of $20,000 due by September 31, 2014. The parties entered into an addendum extending the due date of the license fee to December 31, 2014. Intellectual property developed as a result of this license, will be our property; but Bistromatics will retain the intellectual property for the original code base. We may resell or license the resulting telemedicine platform for an extended license fee of $10,000 for each additional instance the code base will be used. Through this agreement, Bistromatics Corp. built our PHZIO.com platform; our director purchased the domain name on behalf of the Company and retains no rights to same. On March 16, 2015, the Company extended the licensing fee payment agreement until July 1, 2015. The Company made an initial payment of $5,000 with the remaining fees to be to be paid on or before July 1, 2015.

The Company rents its Culver City, CA office space from a company owned by our CEO. The rental agreement provides for the value of the rent of $500 per month be recorded as contributed towards the founding eWellness and its operations. During the period ended March31, 2015, we have recorded this rent payment in the Consolidated Statements of Operations and Additional Paid in Capital on the Balance Sheet.

In May 2014, the Company signed an Office Service Agreement for office space in New York, New York. A deposit of $17,874 was paid and recorded in prepaid expense. The utilization of the office space began on August 1, 2014 and terminated at December 31, 2014. The Company negotiated a settlement of $5,500 in April, 2015 for the cancellation of the agreement. The settlement resulted in a gain on extinguishment of debt of $11,323.

On January 24, 2015, the Company received $20,000 in exchange for a 90-day Promissory Note at an interest rate of 12% per annum. For the period ended March 31, 2015, the Company recorded $447 of accrued interest for this note.

On January 24, 2015 the Company extended a previous consulting and service agreement with a consultant from April 21, 2015 to October 20, 2015 in exchange for 400,000 shares of restricted common stock and 400,000 callable common stock purchase warrants at a strike price of $0.35 per share. The fair value of the common stock issued for the services is $40,000 and the Company recorded $8,889 as consulting expense and $31,111 as prepaid expense to be amortized over the life of the contract. The fair value of the warrants issued for services is $32,187 and the Company recorded $7,153 as consulting expense and $25,034 as prepaid expense to be amortized over the life of the contract. With this extension agreement, the Company is to pay $10,000 per month consulting fee beginning with February 1, 2015 through the end of the agreement. For the period ended March 31, 2015, the Company accrued $20,000 for these consulting fees.

On February 14, 2015, the Company entered into a one-year agreement with BMT, Inc. as a consultant and advisor in connection with certain business development advisory. This agreement is on an at-will basis as determined by the company in exchange for cash compensation to be invoiced monthly. The total compensation paid to date on this agreement is $11,950.

On February 23, 2015, the Company entered into a one-year agreement with a consultant in connection with certain corporate finance, investor relations and related business matters in exchange for 60,000 shares of restricted common stock. The fair value of the services is $6,000 and the Company recorded $500 as consulting expense and $5,500 as prepaid expense to be amortized over the life of the contract that expires in February, 2016.

From time to time the Company may become a party to litigation matters involving claims against the Company. Except as may be outlined above, management believes that there are no current matters that would have a material effect on the Company's financial position or results of operations.

Note 10. Segment Reporting

The Company has one operating segment, which was identified based upon the availability of discrete financial information and the chief operating decision makers' regular review of financial information.

Note 11. Subsequent Events

On April 1, 2015, the Company entered into an Operating Agreement with Evolution Physical Therapy ("EPT"), a company owned by one of the Company's officers, wherein it is agreed that EPT would be able to operate the Company's telemedicine platform www.phzio.com and offer it to selected physical therapy patients of EPT. The Company is to receive 75% of the net insurance reimbursements from the patient for use of the platform. The Company will advance capital requested by EPT for costs specifically associated with operating the www.phzio,com platform and associated physical therapy treatments – computer equipment, office or facilities rental payments, physical therapist or physical therapy assistant, administrative staff, patient induction equipment, office supplies, utilities and other associated operating costs. It is anticipated that the operation of the platform by EPT will generate positive cash flow within 90 days from the start of patient induction.

On April 9, 2015, the Company closed a second round of its private placement offering with eight accredited investors in which it raised gross proceeds of $270,080 (including an aggregate of $123,980 that was converted from certain other outstanding notes, including accrued interest, and future contractual cash consulting fees) and sold that same amount of Series A Senior Convertible Redeemable Notes convertible into shares of the Company's common stock, par value $0.001 per share at $0.35 per share and Series A Warrants, all pursuant to separate Securities Purchase Agreements entered into with each investor. The Warrants are exercisable to purchase up to 834,857 shares of Common Stock. The sale was part of a private placement offering in which the Company offered for sale a maximum of $1,200,000 principal amount of convertible notes.

On April 17, 2015, the Company entered into an agreement with Akash Bajaj, M.D., M.P.H. The agreement is for Dr. Bajaj to serve as a consultant and as the Chairman of the Company's Clinical Advisory Board. The term of the agreement is for one year with annual renewal as desired. The agreement further sets the hourly rate to be paid at $225 per hour with payment to be at the end of each month. Further, the Company granted Dr. Bajaj a five-year non-statutory option to purchase 100,000 shares of common stock at a price of $.35 per share. The options will vest over a 12 month period at 8,333 per month. As the Company's stock is not yet publicly traded, the value of the options are deemed to be zero.

On May 7, 2015, Evolution Physical Therapy inducted the first patient using the Company's telemedicine platform www.phzio.com.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 2 of Part I of this report include forward-looking statements. These forward looking statements are based on our management's current expectations and beliefs and involve numerous risks and uncertainties that could cause actual results to differ materially from expectations. In some cases, you can identify forward-looking statements by terminology such as "may," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "proposed," "intended," or "continue" or the negative of these terms or other comparable terminology. You should read statements that contain these words carefully, because they discuss our expectations about our future operating results or our future financial condition or state other "forward-looking" information. Many factors could cause our actual results to differ materially from those projected in these forward-looking statements, including but not limited to: variability of our future revenues and financial performance; risks associated with product development and technological changes; the acceptance of our products in the marketplace by potential future customers; general economic conditions. You should be aware that the occurrence of any of the events described in this Quarterly Report could substantially harm our business, results of operations and financial condition, and that upon the occurrence of any of these events, the trading price of our securities could decline. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, growth rates, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements after the date of this Quarterly Report to conform these statements to actual results.

The following discussion and analysis of financial condition and results of operations relates to the operations and financial condition reported in the financial statements of eWellness Healthcare Corporation for the three months ended March 31, 2015 and 2014 and should be read in conjunction with such financial statements and related notes included in this report and the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

THE COMPANY

Business Overview

eWellness is in the initial phase of developing a unique telemedicine platform that offers Distance Monitored Physical Therapy Program ("DMpt program") to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems specifically designed to help prevent patients that are pre-diabetic from becoming diabetic.

Initially, our focus was on patients with pre-diabetes conditions. However, we have broadened our focus to include overweight patients saddled with lower back pain and knee pain caused by tissue strain and inactivity. We also decided to launch our platform in Los Angeles instead of New York after Blue Shield of California reimbursed our physical therapy telemedicine. We were poised to launch our business in New York through a partnership with Millennium Healthcare, Inc. ("MHI"), but the partnership did not provide the results we were expecting. Additionally, management determined that relocating the Company's operations closer to where the CEO and Chairman lived made the business more manageable and avoided time and monies lost due to travel. Management believes that by broadening the Company's focus to include lower back pain and knee pain caused from excess weight, provides additional opportunities for success. The Company remains committed to servicing patients diagnosed as pre-diabetes as well.

As shown in the financial statements accompanying this Quarterly Report, the Company has had no revenues to date and has incurred only losses since its inception. The Company has had no operations and has been issued a "going concern" opinion from our accountants, based upon the Company's reliance upon the sale of our common stock as the sole source of funds for our future operations.

The Company's operations and corporate offices are located at 11825 Major Street Culver City, CA, 90230, with a telephone number of (310) 915-9700.

The Company's fiscal year end is December 31.

Plan of Operations

During November and December 2014, we conducted a pilot study of our PHZIO.COM platform (the "PHZIO Study"), which included two men and six women aged between 33 and 56 years old over an eight week period; six were based in Los Angeles and two were based in Louisiana. Three of the participants were recruited from Craigslist and the rest were friends or family of the Company's management team. The goals for each were to gain physical strength, stamina, balance and to lose weight. The study required each participant to attend exercise/therapy sessions three days per week from 6:30 am – 8:30 am during the trial period. Each patient attended every scheduled session and a few lost 15 pounds by the end of the study period; most said they improved their abdominal muscle strength and flexibility. Management believes these results will only improve with a longer therapy regimen period. Management is hopeful that a larger study with more patients over a six month period may produce meaningful data that would increase the likelihood for reimbursement for Medicaid plans.

The participants of our PHZIO Study indicated that they would prefer to interact with a physical therapy exercise program provided via telemedicine rather than travel to a facility; the majority agreed (88%) that they would not have travelled to our Culver City facilities to participate in a brick and mortar program and/or their attendance record would have declined. Additionally, all participants stated that they want to continue using the PHZIO.COM platform. They also indicated that having a physical therapist provide exercise instructions via the web was not a barrier to interacting with our PHZIO.COM program.

Our initial PHZIO.COM program is focused on patients that have back, hip and or knee pain and are overweight and may be pre-diabetic. Based upon the successful development of our initial PHZIO.COM platform, and with proper funding, we intend on expanding our on-line exercise system to include various other exercise programs including dietary guidance programs, hip replacement, orthopedic exercise programs and osteoporosis exercise programs.

We have developed various key performance indicators that we anticipate using to assess our business after operations are launched:

Patient Induction Rate. Our DMpt programs are 26 weeks long and start with the induction. Our patient induction rate will provide us a weekly direct understanding of how we are coordinating with the referring doctors and how efficiently we are managing the inductions; it will also give us a foundation for modeling the next six months of revenue.

Patient Attrition Rate. This indicator may be the single most important indicator of long term business outlook. The long term health of our business is directly linked to the long term health of our patients. If the patient stays with the program and does well, the probability of a health changing lifestyle shift is dramatically increased. When the patient stays with the program the Company's business is rewarded with additional revenue. Furthermore, the increased success of each patient in our program enhances the insurance provider's cost/benefits actuarial view of our service and thus motivates a better reimbursement schedule and more patients for us in the long run.

New Offices Per Month. This indicator will be useful in determining how fast or slow our distribution system will be growing. It will also provide us a predictive measure for resource requirements that will be emerging over the next six months.

Selling General and Administrative Expenses (SGA). Before even launching, we have received a high indication of interest in our service. We think the demand is warranted, but recognize that in the early stages of our services, we may experience bottlenecks in our ability to meet the demand for same. Under this type of environment it is critical to maintain awareness of the Company's operational budget goals and how they are being met in our attempts to address demand. Regardless of our growth pace, it is critical to shareholder value that we are mindful of our operational spending.

Cashflow. Because the Company is "early stage" and launching with a minimum of capital, monitoring cashflow on a constant basis will be essential to growth.

We have received a total of $348,600 from the Private Placement. The Company's plans are to pursue the targets set forth below to achieve controlled operational break-even within three months and 24 offices within 12 months after the close of such private financing and healthy profitability and growth thereafter. Specifically, it is our intention to launch our services the first month after funding into two pre-existing physician locations; for each of the 11 months thereafter, we intend to launch into two additional pre-existing physician offices each month, for a total of 24 offices within the first 12 months after receipt of adequate funding. If we do not receive the full $1.2 million, we will scale our plans back accordingly, in accordance with the priorities set forth below. We need at least $400,000 to carry out our 1st objective, make good on some of the outstanding liabilities that are to come due within the next 3-6 months as disclosed herein and become profitable. Until we receive it, the majority of our efforts will be geared towards obtaining sufficient financing to launch and complete our 1st objective.

Specifically, other than completing our 1st objective, if we do receive $400,000, we anticipate expending an aggregate of approximately $31,000 per month to compensate our executive officers to encourage them to devote more time to our Company, as we will be simultaneously launching and rolling out our operations in light of the received funds. Additionally, in light of its importance to our operations, if we receive the $400,000, we will pay the $20,000 due on our license agreement with Bistromatics Corp. (See, "Transactions With Related Persons, Promoters And Certain Control Person"). Please see our Annual Report on Form 10-K for the year ended December 31, 2014 for a more detailed discussion of our objectives.

Results of Operations for the three months ended March 31, 2015 and March 31, 2014.

The following discussion should be read in conjunction with our financial statements and the related notes that appear elsewhere in this Quarterly Report.

Operating Expenses

Operating expenses during the three months ended March 31, 2015 totaled $310,982 compared to $240,732 for the three months ended March 31, 2014. Operating expenses increased primarily as a result of an increase in professional fees for consulting services.

Interest Expense.

Interest expense, including interest expense–related parties, was $17,200 and $0 for the three months ended March 31, 2015 and March 31, 2014, respectively. The increase was related to costs of convertible debt with unrelated parties.

Net Loss

Net loss during the three months ended March 31, 2015, totaled $316.879 compared to $240,782 for the three months ended March 31, 2014. The increase in the net loss is a result of increased operating and interest expenses as discussed above.

Liquidity and Capital Resources

The Company had $25,753 and $900 cash as of March 31, 2015 and December 31, 2014, respectively.

Net cash used in operating activities was $137,040 for the three months ended March 31, 2015, compared to $14,006 for the three months ended March 31, 2014.

Net cash provided by financing activities during the three months ended March 31, 2015, was $166,100 compared to $30,000 for the three months ended March 31, 2014.

We had not yet earned any revenues as of the period ending March 31, 2015. Our current cash position is not sufficient to fund our cash requirements during the next twelve months including operations and capital expenditures. These factors raise substantial doubt about the Company's ability to continue as a going concern. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

We had assets at March 31, 2015 of $126,901. We will be reliant upon shareholder loans, private placements or public offerings of equity to fund any kind of operations, although there can be no guarantee we will be able to secure such finding on beneficial terms, if at all. We have secured no sources of loans.

Contingencies

The Company may be subject to lawsuits, administrative proceedings, regulatory reviews or investigations associated with its business and other matters arising in the normal conduct of its business. The following is a description of an uncertainty that is considered other than ordinary, routine and incidental to the business.

The closing of the Initial Exchange Agreement with Private Co. was conditioned upon certain, limited customary representations and warranties, as well as, among other things, our compliance with Rule 419 ("Rule 419") of Regulation C under the Securities Act of 1933, as amended (the "Securities Act") and the consent of our shareholders as required under Rule 419. Accordingly, we conducted a "Blank Check" offering subject to Rule 419 (the "Rule 419 Offering") and filed a Registration Statement on Form S-1 to register the shares of such offering; the Registration Statement was declared effective on September 14, 2012. We used 10% of the subscription proceeds as permitted under Rule 419 and the amount remaining in the escrow trust as of the date of the closing of the Share Exchange was $90,000 (the "Trust Account Balance").

Rule 419 required that the Share Exchange occur on or before March 18, 2014, but due to normal negotiations regarding the transactions and the parties' efforts to satisfy all of the closing conditions, the Share Exchange did not close on such date. Accordingly, after numerous discussions with management of both parties, they entered into an Amended and Restated Share Exchange Agreement (the "Share Exchange Agreement") to reflect a revised business combination structure, pursuant to which we would: (i) file a registration statement on Form 8-A ("Form 8A") to register our common stock pursuant to Section 12(g) of the Exchange Act, which we did on May 1, 2014 and (ii) seek to convert the participants of the Rule 419 Offering into participants of a similarly termed private offering (the "Converted Offering"), to be conducted pursuant to Regulation D, as promulgated under the Securities Act.

Fifty-two persons participated in the Rule 419 Offering and each of them gave the Company his/her/its consent to use his/her/its escrowed funds to purchase shares of the Company's restricted common stock in the Converted Offering (the "Consent") rather than have their funds returned. To avoid further administrative work for the investors, we believe that we took reasonable steps to inform investors of the situation and provided them with an appropriate opportunity to maintain their investment in the Company, if they so choose, or have their funds physically returned. Management believed the steps it took constituted a constructive return of the funds and therefore met the requirements of Rule 419.

However, pursuant to Rule 419(e)(2)(iv), "funds held in the escrow or trust account shall be returned by first class mail or equally prompt means to the purchaser within five business days [if the related acquisition transaction does not occur by a date that is 18 months after the effective date of the related registration statement]." As set forth above, rather than physically return the funds, we sought consent from the investors of the Rule 419 Offering to direct their escrowed funds to the Company to instead purchase shares in the Converted Offering. The consent document was given to the investors along with a private placement memorandum describing the Converted Offering and stated that any investor who elected not to participate in the Converted Offering would get 90% of their funds physically returned. Pursuant to Rule 419(b)(2)(vi), a blank check company is entitled to use 10% of the proceed/escrowed funds; therefore, if a return of funds is required, only 90% of the proceed/escrowed funds need be returned. The Company received $100,000 proceeds and used $10,000 as per Rule 419(b)(2)(vi); therefore, only $90,000 was subject to possible return.

As disclosed in the prior amendments to the Initial Form 8-K, we have filed the prior amendments in response to comments from the SEC regarding the Form 8-K and many of those comments pertain to the Company's potential violation of Rule 419. Although the Company has continued to provide the SEC with information and analysis as to why it believes it did not violate Rule 419, based upon latest communications with the persons reviewing the Form 8-K, they do not agree with the assessments the Company presented to them. Comments and communications indicate that Rule 419 requires a physical return of funds if a 419 offering cannot be completed because a business combination was not consummated within the required time frame; constructive return is not permitted.

As a result of these communications and past comments, we are disclosing that we did not comply with the requirements of Rule 419, which required us to physically return the funds previously submitted to escrow pursuant to the Rule 419 Offering. As a result of our failure to comply with Rule 419, the SEC may bring an enforcement action or commence litigation against us for failure to strictly comply with Rule 419. If any claims or actions were to be brought against us relating to our lack of compliance with Rule 419, we could be subject to penalties (including criminal penalties), required to pay fines, make damages payments or settlement payments. In addition, any claims or actions could force us to expend significant financial resources to defend ourselves, could divert the attention of our management from our core business and could harm our reputation.

Ultimately, the SEC determined to terminate its review of the Initial Form 8-K and related amendments, rather than provide us with additional opportunities to address their concerns and therefore, we did not clear their comments. It is not possible at this time to predict whether or when the SEC may initiate any proceedings, when this issue may be resolved or what, if any, penalties or other remedies may be imposed, and whether any such penalties or remedies would have a material adverse effect on our consolidated financial position, results of operations, or cash flows. Litigation and enforcement actions are inherently unpredictable, the outcome of any potential lawsuit or action is subject to significant uncertainties and, therefore, determining at this time the likelihood of a loss, any SEC enforcement action and/or the measurement of the amount of any loss is complex. Consequently, we are unable to estimate the range of reasonably possible loss. Our assessment is based on an estimate and assumption that has been deemed reasonable by management, but the assessment process relies heavily on an estimate and assumption that may prove to be incomplete or inaccurate, and unanticipated events and circumstances may occur that might cause us to change that estimate and assumption. In light of the uncertainty of this issue and while Management evaluates the best and most appropriate way to resolve same, management determined to create a reserve on the Company's Balance Sheet for the $90,000 that was subject to the Consent.

Off-Balance Sheet Arrangements

There are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a "smaller reporting company", we are not required to provide the information under Item 3.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) under the Exchange Act as of the end of the period covered by this Quarterly Report on Form 10-Q. In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Based on that evaluation, our chief executive officer and chief financial officer concluded that, as of March 31, 2015, our disclosure controls and procedures were not effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules, regulations and forms, and (ii) that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Controls Over Financial Reporting

There were no changes in the Company's internal controls over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Information on any and all equity securities we have sold during the period covered by this Report that were not registered under the Securities Act of 1933, as amended is set forth below.

On January 24, 2015, we extended a previous consulting and service agreement with a consultant from April 21, 2015 to October 20, 2015 in exchange for 400,000 shares of restricted common stock and 400,000 callable common stock purchase warrants at a strike price of $0.35 per share.

On February 23, 2015, we entered into a one-year agreement with a consultant in connection with certain corporate finance, investor relations and related business matters in exchange for 60,000 shares of restricted common stock.

All of the transactions listed above were made pursuant to the exemption from the registration provisions of the Securities Act of 1933, as amended, provided by Section 4(a)(2) of the Securities Act or Rule 506(b) of Regulation D promulgated thereunder, for sales not involving a public offering. The securities issued have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

ITEM 2. EXHIBITS.

Exhibit No.	Description
3.1	Amended & Restated Certificate of Incorporation of Registrant. (Incorporated by reference to Exhibit 4.1 to the Form 8-K/A filed on August 6, 2014)
3.2	Bylaws of the Company. (Incorporated by reference to Exhibit 3(b) to the Registration Statement on Form S-1 filed on May 15, 2012)
10.1	Securities Purchase Agreement dated December 23, 2014 (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.2	Form of 12% Senior Convertible Promissory Note (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.3	Form of Series A Warrant Agreement (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.4	Form of Registration Rights Agreement (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.5	Form of Security Agreement (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.6	Operating Agreement with Evolution Physical Therapy*
10.7	Medical Advisory Agreement with Akash Bajaj M.D., M.P.H.*
31.1	Rule 13a-14(a)/15d-14(a) Principal Executive Officer Certification*
31.2	Rule 13a-14(a)/15d-14(a) Principal Financial and Accounting Officer Certification*
32.1	Certifications under Section 906 of the Sarbanes-Oxley Act (18 U.S.C. Section 1350)*
32.2	Certification under Section 906 of the Sarbanes-Oxley Act (18 U.S.C. Section 1350)*
101.INS	XBRL INSTANCE DOCUMENT *
101.SCH	XBRL TAXONOMY EXTENSION SCHEMA *
101.CAL	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE *
101.DEF	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE *
101.LAB	XBRL TAXONOMY EXTENSION LABEL LINKBASE *
101.PRE	XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE *

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

eWellness Healthcare Corporation

Date: May 12, 2015

By: */s/ Darwin Fogt*
Darwin Fogt
Director and Chief Executive Officer
(Principal Executive Officer)

Date: May 12, 2015

By: */s/ David Markowski*
David Markowski, Chief Financial Officer
(Principal Financial and Accounting Officer)

EWELLNESS HEALTHCARE CORPORATION AND EVOLUTION PHYSICAL THERAPY, INC. COOPERATIVE OPERATING AGREEMENT

OPERATING AGREEMENT

THIS COOPERATIVE OPERATING AGREEMENT (hereinafter "COA"), is made and entered into effective April 1, 2015, by and among: eWellness Healthcare Corporation (hereinafter "EWC"), a Nevada corporation located at 11825 Major Street, Culver City, California 90230 and Evolution Physical Therapy, Inc. (hereinafter "EPT"), a California corporation located at 11825 Major Street, Culver City, California 90230 (collectively referred to in this agreement as the "Parties"). The purpose of this operating agreement is to allow EPT to offer EWC's telemedicine exercise platform known as www.phzio.com to selected physical therapy patients of EPT. This COA is not a software or intellectual property licensing agreement and does not provide any rights or ownership of the www.phzio.com platform or EWC's business methods to EPT. The term of this agreement is 5 years with an automatic renewal for an additional 5 years upon consent by both Parties. The extent of this Operating Agreement becomes null and void and shall be renegotiated if Darwin Fogt is no longer positioned as CEO of EWC during this term.

SECTION 1
OPERATING CAPITAL ADVANCES

1 . 1 *Operating Capital Advances*. EWC agrees to provide Operating Capital Advances (hereinafter "OCA") to EPT in order for EPT to operate EWC telemedicine platform www.phzio.com and to offer it to selected physical therapy patients of EPT's. EWC shall advance the requested capital, via a written Capital Advance Request (hereinafter "CAR") from EPT to EWC. EWC will make its best efforts to provide the requested capital within 5 business days of the receipt of any CAR by EPT. No interest will be charged by EWC for any CAR advances. CAR requests can be made to EWC by EPT for the specific following uses specifically associated with operating the www.phzio.com platform and associated physical therapy treatments: computer equipment, office and or facilities monthly rental payments, physical therapist (hereinafter "PT") and or physical therapy assistant, (hereinafter "PTA"), administrative staff, patient induction equipment, office supplies, utilities including: power, gas, telephone and internet services, parking and other associated operating costs. It is assumed that the operation of the www.phzio.com platform by EPT will generate positive cash flow within 90 days from the start of patient program inductions.

SECTION 2
ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

2 . 1 *Profits/Losses*. For financial accounting and tax purposes, the net profits or net losses that are generated by EPT operating EWC's www.phzio.com platform shall be determined on an monthly basis and shall be allocated to the Parties in proportion to the following formula: In consideration of EWC provisioning the phzio.com platform and for making the above noted OCA, EWC shall receive 75% of the Net Patient Insurance Reimbursements (hereinafter "NPIR") associated with EPT operating EWC's www.phzio.com platform and EPT shall receive 25% of the net patient insurance reimbursements. NPIR is calculated to be gross reimbursements received by EPT though the use of EWC's www.phzio.com platform, less any costs associated with operations related to the www.phzio.com platform by EPT. The initial NPIR payments to EWC will be for the partial or repayments any CAR advances. Once the www.phzio.com platform becomes cash flow positive, EPT will remit to EWC on the 1st of each month a net profit/loss statement and all NPIR fees that are due to EWC by EPT. EWC may elect to allow EPT to retain some operating funds in order to smooth out any cash flow needs by EPT to operate the www.phzio.com platform.

SECTION 3
INITIAL OPERATING BUSINESS ASSUMPTIONS & CONFLICT OF INTEREST

3.1 *Initial Business Operating Assumptions*. The Parties have developed the following Initial Business Operating Assumptions (hereinafter "IBOA"), which created the basis for executing this COA. The IBOA assume that a majority of EPT www.phzio.com patients (at least for the initial year of operations) will have PPO insurance that will reimburse for in-office PT visits, and at least initially will not reimburse (insurance plans will be billed for the telemedicine visits regardless of weather they are reimbursed or not) for the www.phzio.com telemedicine visits. Thus, www.phzio.com patients will complete 3 on-line www.phzio.com and one in-office PT visits each week during the 26-week program. It is assumed that at a minimum, EPT initially anticipates that it can induct 80 new patients per month per www.phzio.com Program Induction Office (hereinafter "PIO").

3.2 *Best Effort by EPT and EWC*. The Parties shall make a best-efforts to build the business set out in the IBOA. In the event that the business developed through this COA is significantly different than the IBOA, then the Parties can mutually agree to change certain provisions of this COA in order to keep the same dynamics in place for both Parties.

3.3 *Conflicts of Interest Waiver*. It is understood by the Parties that Darwin Fogt, MPT is the President & CEO of EWC and is President of EPT. Both Parties waiver this conflict of interest in cooperatively building the IBOA. It is acknowledged by both Parties that due to this conflict and other issues the percentage of the NPIR is significantly higher for EWC than is anticipated to be earned with other third parties PT firms that EWC may cooperate with in the future.

SECTION 4
INDEMNIFICATION

4.1 *Indemnification*. The Parties shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Parties) by reason of the fact that he is or was a Party of the Parties, Manager, employee or agent of the Parties, or is or was serving at the request of the Parties, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Parties determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Parties, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Parties, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful. EPT agrees to add EWC under its indemnity insurance policies.

SECTION 5
GENERAL PROVISIONS

5 . 1 *Amendments*. Amendments to this Agreement may be proposed by any Party. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Parties.

5.2 *Governing Law*. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of California (without regard to principles of conflicts of law).

5 . 3 *Entire Agreement; Modification*. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Parties other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Party unless in writing and signed by all the Parties.

5 . 4 *Attorney Fees*. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

5.5 *Further Effect*. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

5.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

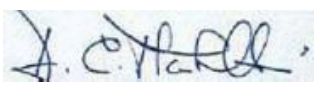
5.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

5.8 *Notices*. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Party or to such other address as a Party may specify by notice given in conformance with these provisions to the other Parties.

IN WITNESS WHEREOF, the parties to this Agreement execute this Cooperative Operating Agreement as of the date and year first above written.

PARTIES:

eWellness Healthcare Corporation



Douglas C. MacLellan, Chairman — Signature

Evolution Physical Therapy, Inc.

Darwin Fogt, MPT — Signature

eWELLNESS HEALTHCARE CORPORATION AND AKASH BAJAJ M.D., M.P.H. MEDICAL ADVISORY AGREEMENT

eWELLNESS HEALTHCARE CORPORATION AND AKASH BAJAJ M.D., M.P.H. MEDICAL ADVISORY AGREEMENT

THIS MEDICAL ADVISORY AGREEMENT (one-year) is made and entered into effective April 17, 2015, by and among: eWellness Healthcare Corporation (hereinafter "the Company" and or "EHC") and Akash Bajaj M.D., M.P.H. (Hereinafter "Advisor").

INTRODUCTION

1. The Company desires to have the benefit of the Advisors' knowledge and experience in the development of its telemedicine technology ("PHZIO.COM"), and the Advisor desires to provide consulting services to the Company, all as provided in this Agreement.

2. The Company desires to have the Advisor serve as a Chairman of the Company's Clinical Advisory Board (the "CAB"), and the Advisor desires to serve as a Chairman of the CAB.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Company and the Advisor agree as follows:

1. Consultation and Clinical Advisory Board. The Company shall retain the Advisor as a consultant, and the Advisor shall serve the Company as a consultant and a member of the CAB upon the terms and conditions set forth in this Agreement. However, the Advisor shall be engaged by the Company as a consultant for the exchange of ideas only and shall not direct or conduct research for or on behalf of the Company. The Company and the Advisor acknowledge that the CAB is not a committee of the Company's Board of Directors.

2. Term. Subject to the terms and conditions set forth in Section 5 below, the term of the Advisor's consulting arrangement and service on the CAB (hereinafter referred to as the "Consultation Period") shall commence on the Effective Date and shall continue until the first anniversary of the Effective Date, unless extended by mutual agreement for additional one year periods.

3. Consulting and CAB Duties.
3.1. During the Consultation Period, Advisor shall serve as Chairman of the CAB and shall provide to the Company such consulting services in his fields of expertise and knowledge related to co-drafting and co-publishing at least one 6-month clinical study of at least 100 patients that participate in the Company's PHZIO.COM exercise program (the "Services"), through Evolution Physical Therapy, Inc. (Hereinafter "EPT"), which is anticipated to including providing at least the equivalent of four (4) eight hour days of CAB service per year. The data to be analyzed for the clinical study will be provided to the Advisor by EPT. The Company shall give the Advisor reasonable advance notice of any Services required of him hereunder. The number and frequency of meetings of the CAB to be held during the Consultation Period shall be determined at the consent of both the Advisor and the Company.

3.2. The Advisor shall devote his best efforts and ability to the performance of the duties attaching to this obligation. All work performed by the Advisor for the Company shall be at times reasonably convenient to the Advisor.

4. Compensation.
4.1. Consulting Fees. The Company shall pay to the Advisor consulting fees of US$255.00 per hour for services performed, payable in arrears on the last day of the month following the month in which services were rendered. Advisor shall calculate Consulting Fees for services performed outside formal CAB meetings on a pro rata basis and shall invoice Company for fees owed to Advisor under this Section 4.1. The hourly rate was calculated from data located at www.salary.com for leading (top in their field) pain management physicians located in Los Angeles, California, as Dr. Bajaj is a double Board Certified physician we deemed him to be a leading top in the field physician.

4.2. Stock Options. Subject to the approval of the Board of Directors, the Company shall grant the Advisor a 5-year non-statutory option (the "Option") to purchase one hundred thousand (100,000) shares of the Company's common stock, $0.001 par value per share ("Common Stock"), at a price of $0.35 per share. The stock option will vest over a 12-month period at 8,333 shares per month. As the Company's common stock is currently not publically traded, thus the value of these options are deemed to be $0.00 in current value.

4.3. Reimbursement of Expenses. The Company shall reimburse the Advisor for all reasonable and necessary expenses incurred or paid by the Advisor in connection with, or related to, the performance of his services under this Agreement. The Advisor shall submit to the Company itemized statements, in a form satisfactory to the Company, of such expenses incurred by the Advisor. The Company shall pay to the Advisor the amounts shown on each such statement within 30 days after receipt thereof. Notwithstanding the foregoing, the Advisor shall not incur total expenses in excess of US$500 per month without the prior written approval of the Company.

4.4. Benefits. The Advisor shall not be entitled to any benefits, coverages or privileges, including, without limitation, social security, unemployment, medical or pension payments, made available to employees of the Company.

5. Termination. Either party may terminate the Consultation Period upon thirty (30) days prior written notice to the other party. The Consultation Period shall also terminate automatically upon the death or disability of the Advisor. In the event of any such termination, the Advisor shall be entitled to payment for services performed and expenses paid or incurred prior to the effective date of termination, subject to the limitation on reimbursement of expenses set forth in Section 4.3. Such payments shall constitute full settlement of any and all claims of the Advisor of every description against the Company, other than the Advisor's right to indemnification under Section 10 of this Agreement. In addition, any shares of restricted Common Stock issued pursuant to the Restricted Stock Agreement which have not vested as of the date of termination shall be purchasable by the Company in accordance with the provisions set forth in the Restricted Stock Agreement. Notwithstanding the foregoing, the Company may terminate the Consultation Period, effective immediately upon receipt of written notice, if the Advisor breaches or threatens to breach any provision of Section 6, 7, or 9. The following provisions shall survive termination of this Agreement: Sections 7, 9, 10 and 14.

6. Cooperation. The Advisor shall use his best efforts in the performance of his obligations under this Agreement. The Company shall provide such access to its information and property as may be reasonably required in order to permit the Advisor to perform his obligations hereunder. The Advisor shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business and shall observe all rules, regulations and security requirements of the Company concerning the safety of persons and property.

7. Non-Disclosure and Developments.

7.1. Proprietary Information.

(a) The Advisor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, clinical data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. The Advisor will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of his duties as an employee of the Company) without written approval by an officer of the Company, either during or after the Consultation Period, unless and until such Proprietary Information has become public knowledge without fault by the Advisor. The Advisor agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Advisor or others, which shall come into his custody or possession, shall be and are the exclusive property of the Company to be used by the Advisor only in the performance of his duties for the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Advisor shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of this Agreement. After such delivery, the Advisor shall not retain any such materials or copies thereof or any such tangible property.

(b) The Advisor agrees that his/her obligation not to disclose or to use information and materials of the types set forth in paragraphs (a) and (b) above, and his obligation to return materials and tangible property, set forth in paragraph (b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Advisor.

7.2. Developments.
(a) The Advisor will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during the Consultation Period, whether or not during normal working hours or on the premises of the Company, which relate directly or indirectly, to the business of the Company AND arise out of Advisor's consulting relationship with the Company (all of which are collectively referred to in this Agreement as "Developments").

(b) The Advisor agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 7.2(b) shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Advisor not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Advisor understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 7.2(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Advisor also hereby waives all claims to moral rights in any Developments.

(c) The Advisor agrees to cooperate fully with the Company, both during and after the Consultation Period, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. The Advisor shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Advisor further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Advisor on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Advisor, and the Advisor hereby irrevocably designates and appoints each executive officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

7.3. Other Agreements. The Advisor hereby represents that the Advisor is not bound by the terms of any agreement with any previous or current employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of the Consultation Period, to refrain from competing, directly or indirectly, with the business of such previous or current employer or any other party or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. The Advisor further represents that his performance of all the terms of this Agreement and the performance of his duties as a consultant of the Company do not and will not breach any agreement with any prior or current employer or other party to which the Advisor is a party (including without limitation any nondisclosure or non-competition agreement), and that the Advisor will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous or current employer or others.

7.4. United States Government Obligations. The Advisor acknowledges that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Advisor agrees to be bound by all such obligations and restrictions which are made known to the Advisor and to take ail action necessary to discharge the obligations of the Company under such agreements.

7.5. Stark Law. It is the intent of the parties that terms and conditions of this agreement comply with certain federal and state laws, rules and regulations concerning the delivery of health care services, including, without limitation, the Stark Law, the Fraud and Abuse Law, and the general proscription on false claims in Medicare and Medicaid codified at 42 U.S.C.A. §1320a-7(a). Accordingly, the parties agree that the amount of fees set in accordance with this agreement shall not be modified except on each anniversary of the Commencement Date as provided in Paragraph 1; and shall not be premised on the volume or value of any patient, or to any hospital or medical facility owned or operated by RPS or its affiliates. Nothing contained herein shall be interpreted as requiring EHC to refer or admit any patients to any hospital or medical facility owned or operated by Advisors or its affiliates, or to obtain medical goods or services from Advisors or its affiliates. In the event there is a change in the applicable federal or state statutes, rules, regulations, principles or interpretations that reasonably may render any of the material terms of this Lease unlawful or unenforceable, including any services rendered or compensation to be paid hereunder, or if the continuation of this agreement may reasonably render any other relationship(s) amongst the parties hereto illegal, either party shall have the immediate right to initiate the renegotiation of the affected Term or Terms of this agreement, upon notice to the other party, to remedy such condition. The parties shall thereafter negotiate using their best efforts to restructure this agreement so as to make the same lawful, and to the extent possible, to maintain the economic benefits to each party as contemplated hereunder. Should the parties be unable to renegotiate the Term or Terms so affected so as to bring it/them into compliance with the statute, rule, regulation, principle or interpretation that rendered it/them unlawful or unenforceable within fifteen (15) days of the date on which notice of a desired renegotiation is given, then such disputes shall give rise to the parties' rights to arbitration.

8. Independent Contractor Status. The Advisor shall perform all services under this Agreement as an "independent contractor" and not as an employee or agent of the Company. The Advisor is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner.

9. Indemnification. With regard to the services to be performed by the Advisor pursuant to the terms of this Agreement, the Advisor shall not be liable to the Company, or to anyone who may claim any right due to his relationship with the Company, for any acts or omissions in the performance of said services on the part of the Advisor or on the part of the agents or employees or contractors of the Advisor, except when said acts or omissions of the Advisor or agents, employees, of contractors of the Advisor are due to their willful misconduct of gross negligence. The company shall hold the Advisor and its agents, employees, or contractors (each an "indemnified person") free and harmless from any obligations, costs, claims, judgments, attorney fees and disbursements, and attachments arising from or growing out of the services rendered to the Company pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise solely due to the willful misconduct or gross negligence of the indemnified person as finally judicially determined by a court of competent jurisdiction. The Company agrees that the indemnification and reimbursement commitment set forth in this Agreement shall apply whether or not the indemnified person is a formal party to any such lawsuits or other proceeding, that the indemnified person is entitled to retain separate counsel of its choice in connection with any of the matter to which such indemnification relates and such indemnification shall survive any termination of this Agreement. The company further agrees that it will not, without the prior written consent of the indemnified person, settle, compromise or consent to the entry of any judgment in any pending or threatened claim in respect of which indemnification may be sought hereunder (whether or not the indemnified person is an actual or potential party to such claim), if such settlement, compromise or consent includes any injunctive relief against the indemnified person.

10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance with this Section 10.

11. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

13. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Advisor.

14. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California.

15. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of the Advisor are personal and shall not be assigned by him.

16. Miscellaneous.
16.1. No delay or omission by the Company or the Advisor in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Advisor on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

16.2. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

16.3. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

16.4. The Advisor represents that it has the competence required to perform in a professional manner the services contemplated herein. The company understands and acknowledges that the Advisor has made no express or implied warranties apart from this Agreement.

16.5. The Company agrees to cooperate with the Advisor on all reasonable requests made by the Advisor including, without limitation, allowing the Advisor reasonable access to the Company's place of business, staff members, books and records to permit the Advisor to perform its services as fully and economically as possible. The Advisor may not be held liable for non-performance where the Advisor is unable to perform, or performance is delayed, due to circumstances beyond the Advisor's control including those caused by the Company.

17. Notices. Payments, notices, or other communications required by this Agreement shall be sufficiently made or given if mailed by certified mail, postage pre-paid, addressed to the address stated below, or to the last address specified in writing by the intended recipient, or by commercial carrier (e.g., Airborne, Federal Express, etc.) when such carrier maintains certification of delivered mail.

(a) If to Company:

eWellness Healthcare Corporation
Douglas C. MacLellan, Chairman
11825 Major Street
Culver City, California 90230

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

eWELLNESS HEALTHCARE CORPORATION

Douglas C. MacLellan
Chairman

ADVISOR

Akash Bajaj M.D., M.P.H.

Exhibit 31.1 Certification of the Chief Executive Officer of eWellness Healthcare Corporation., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Darwin Fogt, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015 of eWellness Healthcare Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15-d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2015

/s/ Darwin Fogt

Darwin Fogt,
Chief Executive Officer (Principal Executive Officer)

Exhibit 31.2 Certification of the Chief Financial Officer of eWellness Healthcare Corporation, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David Markowski, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015 of eWellness Healthcare Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15-d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2015

/s/ David Markowski

David Markowski,
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1 Certification of the Chief Executive Officer of eWellness Healthcare Corporation pursuant to Section 906 of the Sarbanes Oxley Act of 2002

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of eWellness Healthcare Corporation (the "Company") for the quarterly period ended March 31, 2015 as filed with the Securities and Exchange Commission (the "Report"), the undersigned Darwin Fogt, Chief Executive Officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

eWellness Healthcare Corporation.

Date: May 12, 2015

By: */s/ Darwin Fogt*
Darwin Fogt, Director and Chief Executive Officer
(Principal Executive Officer)

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

Exhibit 32.2 Certification of the Chief Financial Officer of eWellness Healthcare Corporation pursuant to Section 906 of the Sarbanes Oxley Act of 2002

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of eWellness Healthcare Corporation (the "Company") for the quarterly period ended March 31, 2015 as filed with the Securities and Exchange Commission (the "Report"), the undersigned David Markowski, Chief Financial Officer of the Company, certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

eWellness Healthcare Corporation

Date: May 12, 2015

/s/ David Markowski

David Markowski, Chief Financial Officer
(Principal Financial and Accounting Officer)

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.