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8 *Attorneys for the People of the State of California*

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

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14 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

15 Plaintiff,

16 v.

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18 **CK FRANCHISING, INC., an Ohio corporation; and**
19 **SDX HOME CARE OPERATIONS, LLC, a Delaware limited liability company,**

20 Defendants.
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Case No.

Unlimited Civil

STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

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1 Plaintiff, the People of the State of California (“People”), through its attorney, Rob Bonta,
2 Attorney General of the State of California, and Defendants CK Franchising, Inc. and SDX Home
3 Care Operations, LLC, (together, “Defendants”), hereby stipulate as follows:

4 1. The People have investigated Defendants’ use of their standard client care agreement,
5 which imposes \$12,500 in liquidated damages if Defendants’ in-home care services clients utilize
6 or hire Defendants’ employee caregivers or induce such employees to leave their employment
7 with Defendants during the term of the agreement and for a period of one year from the last day
8 the client stops utilizing Defendants’ services. The People allege that these provisions of
9 Defendants’ standard client care agreement effectively bar individual clients, as well as other
10 home care agencies, from hiring Defendants’ employee caregivers, as the client would be charged
11 with liquidated damages once Defendants determined a violation occurred. Defendants dispute
12 the People’s allegations and deny that the above-described provisions in their client services
13 agreement violate California law.

14 2. In exchange for the releases provided herein, Defendants are willing to enter into this
15 Stipulation and Final Judgment (“Stipulation”) to resolve, and thereby avoid significant expense,
16 inconvenience, and uncertainty of litigation arising from the People’s concerns and claims as to
17 the matters addressed in this Judgment, as outlined above and in the attached Final Judgment and
18 Permanent Injunction, and which have been investigated by the People.

19 3. The Final Judgment and Permanent Injunction (“Judgment”), a true and correct copy
20 of which is attached hereto as **Exhibit A**, may be entered by any judge of the Los Angeles County
21 Superior Court.

22 4. The People may submit the Judgment to any judge of the superior court for approval
23 and signature, based on this Stipulation, during the court’s ex parte calendar or on any other ex
24 parte basis.

25 5. The People and Defendants (collectively, “the Parties”) hereby waive their right to
26 move for a new trial or otherwise seek to set aside the Judgment through any collateral attack, and
27 further waive their right to appeal from the Judgment, except that the Parties each agree that this
28 Court shall retain jurisdiction for the purposes specified in Paragraph 33 of the Judgment.

1 6. The Parties have stipulated and consented to the entry of the Judgment without the
2 taking of proof and without trial or adjudication of any fact or law herein, without the Judgment
3 constituting evidence of or an admission by Defendants regarding any issue of law or fact alleged
4 by the People, and without Defendants admitting any liability regarding allegations of violations
5 that occurred prior to the entry of the Judgment.

6 7. Defendants will accept service of any Notice of Entry of Judgment entered in this
7 action by delivery of such notice to its counsel of record, and agrees that service of the Notice of
8 Entry of Judgment will be deemed personal service upon it for all purposes.

9 8. The individuals signing below represent that they have been authorized by the parties
10 they represent to sign this Stipulation.

11 9. This Stipulation may be executed in counterparts, and the Parties agree that a
12 facsimile signature shall be deemed to be, and shall have the full force and effect as, an original
13 signature.

14
15 Dated: August 22, 2024

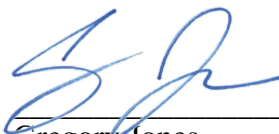
ROB BONTA
Attorney General of California

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17
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19 _____
Dorothy A. Chang
Deputy Attorney General
Attorney for the People of the State of
California

20
21 COUNSEL FOR DEFENDANTS
22 CK FRANCHISING, INC. AND
23 SDX HOME CARE OPERATIONS, LLC

24 Dated: August 22, 2024

25 

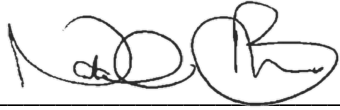
26 _____
Gregory Jones
Polsinelli LLP
Attorneys for Defendants CK Franchising,
Inc. and SDX Home Care Operations, LLC

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CK FRANCHISING, INC.

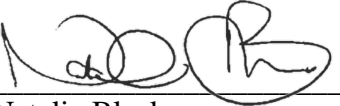
Dated: August 22, 2024



Natalie Black
Chief Executive Officer
CK Franchising, Inc.

SDX HOME CARE OPERATIONS, LLC

Dated: August 22, 2024



Natalie Black
Chief Executive Officer
SDX Home Care Operations, LLC

Exhibit A

1 ROB BONTA
Attorney General of California
2 SATOSHI YANAI
Senior Assistant Attorney General
3 MIRANDA LEKANDER
Supervising Deputy Attorney General
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

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14 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

15 Plaintiff,

16 v.

17
18 **CK FRANCHISING, INC., an Ohio
corporation; and
19 SDX HOME CARE OPERATIONS, LLC, a
Delaware limited liability company,**

20 Defendants.
21

Case No.

Unlimited Civil

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

1 Plaintiff, the People of the State of California (“People”), through its attorney, Rob Bonta,
2 Attorney General of the State of California (“Attorney General”), and Defendants CK
3 Franchising, Inc. (“CFKI”) and SDX Home Care Operations, LLC (“SDX”) (collectively,
4 “Defendants” or “Comfort Keepers”), having stipulated and consented to the entry of this Final
5 Judgment and Permanent Injunction (“Judgment”) without the taking of proof, without trial or
6 adjudication of any issue of fact or law, without this Judgment constituting evidence of or
7 admission by Defendants regarding any issue of law or fact alleged by the People, and with the
8 People and Defendants (collectively, “Parties”) having waived their right to appeal, and the Court
9 having considered the matter and good cause appearing:

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

11 1. This Court has jurisdiction over the allegations and subject matter of the
12 Complaint filed in this action and the Parties to this action; venue is proper in the County of Los
13 Angeles; and this Court has the jurisdiction to enter this Judgment. This Judgment is entered
14 pursuant and subject to the California Unfair Competition Law (“UCL”) (Bus. & Prof. Code, §
15 17200 et seq.).

16 **PARTIES AND FINDINGS**

17 2. The Attorney General is charged with enforcement of, among other things, the
18 UCL, Business and Professions Code section 16600, and Civil Code section 1671.

19 3. Defendant CKFI is an Ohio corporation headquartered in Irvine, California. CKFI
20 offers franchises nationwide under the Comfort Keepers brand and is a leading provider of in-
21 home care services.

22 4. Defendant SDX is a Delaware limited liability company. SDX owns and operates
23 Comfort Keepers franchise businesses in California and nationwide.

24 5. SDX owns and operates 25 Comfort Keepers franchise businesses throughout
25 California, serving an estimated 2,742 disabled or elderly clients and employing 300 caregivers.
26 CFKI has franchised an additional 63 locations that are independently owned and operated within
27 California.

1 6. Starting as early as August 2018, Defendants required each of their clients to
2 execute a Client Care Agreement to obtain in-home care services. The current Client Care
3 Agreement, revised in January 2019 (“Agreement”), prohibits clients from directly or indirectly
4 utilizing, hiring, or inducing any of Defendants’ former or current caregiver employees from
5 leaving their employment with Defendants during the term of the Agreement and for a period of
6 one year from the last day the client stops utilizing Defendants’ services. Clients who utilize or
7 hire any of Defendants’ caregiver employees or induce such employees to leave their employment
8 with Defendants during this period to provide care for them in any capacity—either individually
9 or through any other agency or company—do so at risk of being charged \$12,500 in liquidated
10 damages. The People allege that due in part to its broad language and unlawful monetary penalty,
11 the Agreement has the effect of restraining employee mobility.

12 7. The People further allege that agreements that restrain employee mobility or
13 impose liquidated damages on consumers are void under Business and Professions Code section
14 16600 and Civil Code section 1671, respectively.

15 8. Defendants dispute the People’s allegations and deny that the above-described
16 provisions in their Agreement violate California law.

17 9. This Judgment is entered to resolve the investigation of Defendants undertaken by
18 the Attorney General in connection with Defendants’ Agreement and their compliance with
19 Business and Professions Code section 16600 and Civil Code section 1671.

20 10. This Judgment shall apply to all claims under the UCL, Business and Professions
21 Code section 16600, and Civil Code section 1671, as alleged in the Complaint filed in this action.

22 11. The Parties have voluntarily entered into this Judgment to avoid the time, expense,
23 and uncertainty of litigation.

24 12. The Attorney General, through his Deputy Attorneys General, has conferred in
25 good faith with Defendants and their counsel, and the Parties have agreed to resolve the Attorney
26 General’s allegations through this Judgment.

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1 **APPLICABILITY**

2 13. All provisions of this Judgment shall be binding upon and apply to Defendants,
3 including their agents acting within the scope of their agency, as well as their successors and
4 assigns, with respect to the conduct described in the Complaint and this Judgment. In no event
5 shall assignment of any right, power, or authority under this Judgment void a duty to comply with
6 this Judgment.

7 14. Defendants have and will maintain the full power and authority to undertake the
8 duties and obligations set forth in this Judgment.

9 15. Defendants shall use reasonable efforts to notify their officers, directors,
10 employees, and agents responsible for carrying out and effecting the terms of this Judgment about
11 the Judgment and the requirements herein.

12 **DEFINITIONS**

13 16. "California Franchisee" or "California Franchisees" means an individual or entity
14 operating a Comfort Keepers' franchise in California, whether the franchise is corporately owned
15 and operated by Defendant SDX or independently owned and operated.

16 17. "Corporate Franchisee" or "Corporate Franchisees" shall mean a Comfort Keepers
17 franchise that is owned and operated by Defendant SDX in California.

18 18. "Independent Franchisee" or "Independent Franchisees" shall mean a Comfort
19 Keepers franchise that is independently owned and operated in California by an individual or
20 entity that is not Defendant SDX.

21 19. "Effective Date" means the date on which this Judgment is approved by and
22 becomes a Final Judgment of this Court.

23 20. "Direct Hire Provision" means the following provision in Paragraph 9 of the
24 Agreement: "The Client agrees that during the term of this Agreement and for a period of one (1)
25 year from the last day that the Client stops utilizing Comfort Keepers' services, the Client will
26 not, directly or indirectly through family, or through any other person, company or agency, utilize
27 or hire any Comfort Keepers employee or former Comfort Keeper employee."
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1 21. “Liquidated Damages Provision” means the following provision in Paragraph 10
2 of the Agreement: “The Client and Comfort Keepers acknowledge that it would be difficult to
3 estimate Comfort Keepers’ actual losses and damages if the Client breaches the obligations set
4 forth in the preceding two (2) paragraphs. Therefore, if the Client breaches any of those
5 obligations, THE CLIENT WILL PAY TO COMFORT KEEPERS \$12,500 AS LIQUIDATED
6 DAMAGES FOR EACH EMPLOYEE OR FORMER EMPLOYEE THE CLIENT UTILIZES,
7 HIRES, OR INDUCES TO LEAVE HIS/HER EMPLOYMENT, PLUS ALL REASONABLE
8 COSTS THAT COMFORT KEEPERS INCURS IN COLLECTING SUCH AMOUNT,
9 INCLUDING, BUT NOT LIMITED TO ITS COLLECTION FEES AND LEGAL FEES
10 (INCLUDING ATTORNEY FEES). The Client and Comfort Keepers agree that this amount
11 represents a reasonable amount and the parties’ best estimate of Comfort Keepers’ expected
12 actual losses and damages, including, but not limited to, the cost that Comfort Keepers expended
13 in recruiting, hiring, training and retaining the employee or the employee’s replacement, as well
14 as forgone business opportunities and other incidental and consequential damages. The Client
15 acknowledges that this amount is not a penalty. THE CLIENT AUTHORIZES COMFORT
16 KEEPERS TO CHARGE THE CLIENT’S CREDIT CARD FOR THESE LIQUIDATED
17 DAMAGES, NOTWITHSTANDING ANY OTHER NOTICES OR OTHER DIRECTIONS
18 THAT THE CLIENT MAY HAVE GIVEN COMFORT KEEPERS. This paragraph, the
19 preceding two (2) paragraphs, and the credit card authorization on the other side of this
20 Agreement (for purposes of this provision only), survive the termination of this Agreement.”

21 22. “Non-Solicitation Provision” means the following provision in Paragraph 9 of the
22 Agreement: “In addition, for the same period of time, the Client agrees not to, directly or
23 indirectly through family or any other person, induce any Comfort Keepers employee to leave
24 his/her employment with Comfort Keepers.”

25 23. “Revised Agreement” means Comfort Keepers’ newly revised Client Care
26 Agreement that does not include the Direct Hire Provision, the Non-Solicitation Provision, or the
27 Liquidated Damages Provision in Paragraphs 9 and 10 of the current Agreement and which will
28 be for use in California by California Franchisees.

INJUNCTION

24. Pursuant to Business and Professions Code section 17203, Defendants, their officers, directors, agents, successors, and assigns, shall comply with the following requirements within 90 calendar days from the Effective Date:

- a. Defendants shall eliminate the Direct Hire Provision and Non-Solicitation Provision in Paragraph 9 in future versions of the Agreement used by their Corporate Franchisees;
- b. Defendants shall eliminate the Liquidated Damages Provision in Paragraph 10 in future versions of the Agreement used by their Corporate Franchisees;
- c. Defendants shall no longer provide the current version of the Agreement to its California Franchisees. Henceforth, the Revised Agreement that does not include the Direct Hire Provision, Non-Solicitation Provision, and Liquidated Damages Provision, shall be used by Corporate Franchisees, and Defendants shall provide the Revised Agreement to Independent Franchisees;
- d. Defendants shall provide the Attorney General with a copy of the Revised Agreement, subject to the caveat that Defendants may subsequently revise the Agreement in any other way without the review or approval of the Attorney General, provided that no future version of the Agreement for Corporate Franchisees will include the Direct Hire Provision, Non-Solicitation Provision, or Liquidated Damages Provision, or any substantially similar provisions;
- e. Defendants shall give notice to (1) the current caregivers and clients of its Corporate Franchisees, and (2) any client and caregiver of a Corporate Franchisee whose relationship was terminated within six months prior to the Effective Date, that Paragraphs 9 and 10 of the Agreement, including the Direct Hire Provision, Non-Solicitation Provision, and Liquidated

1 Damages Provision, will not be enforced. Notice will be provided using
2 current contact information maintained by the Corporate Franchisees and
3 shall be sent by email and first-class mail. The Attorney General pre-
4 approved the form of the notices and the language contained therein. A true
5 and correct copy of the notice for caregivers, either current or whose
6 relationship was terminated within six months prior to the Effective Date,
7 is attached as Attachment 1. A true and correct copy of the notice for
8 clients, either current or whose relationship was terminated within six
9 months prior to the Effective Date, is attached as Attachment 2;

10 f. Defendants will request that Independent Franchisees inform their (1)
11 current clients and caregivers, and (2) any client and caregiver whose
12 relationship was terminated within six months prior to the Effective Date,
13 that Paragraphs 9 and 10 of the Agreement, including the Direct Hire
14 Provision, Non-Solicitation Provision, and Liquidated Damages Provision,
15 will not be enforced. Notice will be provided using current contact
16 information maintained by the Independent Franchisees and shall be sent
17 by email and first-class mail. The Attorney General preapproved the form
18 of the notices and the language contained therein. A true and correct copy
19 of the notice for caregivers, either current or whose relationship was
20 terminated within six months prior to the Effective Date, is attached as
21 Attachment 1. A true and correct copy of the notice for clients, either
22 current or whose relationship was terminated within six months prior to the
23 Effective Date, is attached as Attachment 2;

24 g. Defendants will revise their Franchise Standards Manual to reflect the
25 Revised Agreement, notify all California Franchisees of the revised
26 Franchise Standards Manual via email notification, request affirmative
27 acknowledgment of receipt from all California Franchisees, and post the
28 revised manual free-of-charge on Defendants' franchise forum;

1 h. Defendants shall accurately disclose the outcome of the Attorney General's
2 investigation in a manner that complies with the minimum franchise
3 disclosure document requirements mandated by Federal Trade Commission
4 rules; and

5 i. For an 18-month period after the Effective Date, Defendants shall update
6 their audit process, which involves an ongoing review of the operations of
7 a random sample of Independent Franchisees, to include a review of the
8 Agreements in use by Independent Franchisees and identify and address
9 any instances where Independent Franchisees are not using the Revised
10 Agreement or engaging in any actual or threatened enforcement of the
11 Direct Hire Provision, Non-Solicitation Provision, or Liquidated Damages
12 Provision. Except as set forth in this subparagraph, Defendants shall not be
13 required to monitor or be liable for monitoring compliance of Independent
14 Franchisees with the terms of the Judgment, including but not limited to
15 whether Independent Franchisees are using the Revised Agreement or
16 engaging in any actual or threatened enforcement of the Direct Hire
17 Provision, Non-Solicitation Provision, or Liquidated Damages Provision.

18 **MONETARY PROVISIONS**

19 25. Defendants shall pay, in the aggregate, \$500,000 for civil penalties under Business
20 and Professions Code section 17206. Payment shall be made within 30 calendar days of the
21 Effective Date, pursuant to instructions provided by the Attorney General's Office.

22 **ENFORCEMENT AND RELEASE**

23 26. Following full payment under Paragraph 25, the Attorney General releases
24 Defendants from any civil claim the Attorney General could have brought pursuant to the UCL,
25 Business and Professions Code section 16600, and Civil Code section 1671 for violations of
26 California's laws based on the factual allegations in the Complaint for conduct occurring on or
27 before the Effective Date of this Judgment.

28 27. Other than as set forth in Paragraph 266 above, nothing in this Judgment shall be

1 construed to limit the authority or ability of the Attorney General to assert his right to protect the
2 interests of the State of California or the people of the State of California. This Judgment shall not
3 bar the Attorney General from investigating and enforcing laws, regulations, or rules against
4 Defendants for conduct subsequent to this Judgment, or for conduct otherwise not covered by this
5 Judgment. Further, nothing in this Judgment precludes or affects the Attorney General's right to
6 determine and ensure compliance with this Judgment, or to seek enforcement or penalties under
7 the UCL for any violation of this Judgment, as applicable.

8 28. Other than as set forth in Paragraph 266 above, nothing in this Judgment limits the
9 powers vested in the Attorney General by the California Constitution and state law, including
10 Government Code section 11180 et seq., to oversee or enforce any California laws or regulations,
11 whether addressed in this Judgment or not. The Attorney General may utilize these powers, where
12 applicable, to ensure Defendants' compliance with the terms of this Judgment, or to address
13 distinct or unrelated investigations or the enforcement of the laws of the State of California.
14 Nothing in this Judgment shall abrogate the confidentiality of any materials or information
15 obtained by the Attorney General during his investigation of Defendants, except as provided by
16 law.

17 **MISCELLANEOUS PROVISIONS**

18 29. Nothing in this Judgment shall be construed as relieving Defendants of the
19 obligation to comply with all local, state, and federal laws, regulations, or rules, or granting
20 Defendants permission to engage in any acts or practices prohibited by such laws, regulations, or
21 rules. Moreover, nothing in this Judgment shall excuse Defendants from meeting any more
22 stringent requirements which may be imposed hereinafter by any changes in applicable law
23 and/or legally binding legislation, regulations, ordinances, and/or permits. Defendants shall
24 cooperate fully with the Attorney General as necessary to achieve the goals and carry out the
25 requirements of this Judgment.

26 30. The Attorney General may, at his sole discretion, agree in writing to provide
27 Defendants with additional time to perform any act required by this Judgment.

28 31. The Judgment may be modified by a stipulation of the Parties as approved by the

1 Court, or by court proceedings resulting in a modified judgment of the Court.

2 32. Any failure by any party to this Judgment to insist upon the strict performance by
3 any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of
4 the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right
5 thereafter to insist upon the specific performance of any and all of the provisions of this
6 Judgment.

7 33. Jurisdiction is retained by the Court for the purpose of enabling any party to the
8 Judgment to apply to the Court at any time for such further orders and directions as may be
9 necessary or appropriate for the construction or carrying out of this Judgment, for enforcement of
10 compliance herewith, and for the punishment of violations hereof, if any.

11 34. All notices, documents, and communications shall be provided to the Attorney
12 General via email to:

Dorothy A. Chang
Deputy Attorney General
Dorothy.Chang@doj.ca.gov

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15 The Attorney General may update his designee or address by sending written notice to
16 Defendants' counsel informing them of the change.

17 35. The Clerk is ordered to enter this Judgment forthwith.

18
19 **ORDERED AND ADJUDGED at _____, California.**

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21 DATED: _____
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28 _____
Judge of the Superior Court

Attachment 1



NOTICE OF SETTLEMENT

In August 2024, the State of California, Office of the Attorney General (“Attorney General”) and CK Franchising, Inc. and SDX Home Care Operations, LLC (together, “Comfort Keepers”) resolved the Attorney General’s investigation into a previous form Comfort Keepers’ Client Care Agreement that was in use prior to approximately January 2, 2024 (“Old Form Agreement”).

You are receiving this notice because you are a current or recent former caregiver of Comfort Keepers who is affected by the settlement.

Comfort Keepers has agreed it will not enforce portions of Paragraph 9 and the entirety of Paragraph 10 in the Old Form Agreement. This means that you may:

- Provide care for a current or recent former client of Comfort Keepers if offered a position directly by the recent or former client,
- Provide care for a current or recent former client of Comfort Keepers if offered a position indirectly through friends and family of the recent or former client, or
- Provide care for a current or recent former Comfort Keepers’ client through a different caregiving service or agency.

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Please note that this is not notice of a class action settlement. This is a settlement of a state investigation, and you will not receive a monetary award.

Questions about the settlement may be directed to the Attorney General's Office or Comfort Keepers at:

State of California
Office of the Attorney General
Worker Rights and Fair Labor Section
Phone: (800) 952-5225
Email: WorkerRights@doj.ca.gov

Mindy Nili
Chief Legal Counsel
CK Franchising, Inc. | Comfort Keepers
Phone: (949) 246-7998
Email:
MindyNili@corp.comfortkeepers.com

Attachment 2



NOTICE OF SETTLEMENT

In August 2024, the State of California, Office of the Attorney General (“Attorney General”) and CK Franchising, Inc. and SDX Home Care Operations, LLC (together, “Comfort Keepers”) resolved the Attorney General’s investigation into a previous form Comfort Keepers’ Client Care Agreement that was in use prior to approximately January 2, 2024 (“Old Form Agreement”).

You are receiving this notice because you are a current or recent former client of Comfort Keepers who is affected by the settlement.

Comfort Keepers has agreed it will not enforce portions of Paragraph 9 and the entirety of Paragraph 10 in the Old Form Agreement. This means that:

- You may hire or use a current or former Comfort Keepers’ caregiver without risk of incurring liquidated damages. The caregiver may be hired directly by you, indirectly by your family or friends, or through some other means like another agency; and
- You, a family member, or any other person you know may ask a current Comfort Keepers’ caregiver to leave their employment with Comfort Keepers without risk of incurring liquidated damages.

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Please note that this is not notice of a class action settlement. This is a settlement of a state investigation, and you will not receive a monetary award.

Questions about the settlement may be directed to the Attorney General's Office or Comfort Keepers at:

State of California
Office of the Attorney General
Worker Rights and Fair Labor Section
Phone: (800) 952-5225
Email: WorkerRights@doj.ca.gov

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Chief Legal Counsel
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