

JUL 31 2018

At 2:28 P.M.  
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-18-003887

THE STATE OF TEXAS	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
YOUR THERAPY SOURCE, LLC.,	§	
NEERAJ JINDAL, & SHERI YARBRAV,	§	
Defendants.	§	<u>201ST JUDICIAL DISTRICT</u>

**AGREED FINAL JUDGMENT AND STIPULATED INJUNCTION BETWEEN  
THE STATE OF TEXAS AND YOUR THERAPY SOURCE, LLC,  
NEERAJ JINDAL, AND SHERI YARBRAV**

The State of Texas (the “State”), through its Attorney General Ken Paxton (“Attorney General”) has filed suit against Your Therapy Source, LLC., Neeraj Jindal, and Sheri Yarbray (collectively “Defendants”) alleging a violation of state antitrust statutes. Specifically, the State has alleged that defendants entered into an illegal agreement to suppress compensation owed to therapists serving as independent contractors at competing staffing companies. The State has alleged that these practices unlawfully restrain competition for therapy services in Texas. Defendants do not admit that the law has been violated or that the facts as alleged in the Petition, other than the jurisdictional facts, are true. Nevertheless, to avoid the time, uncertainty, and expense of protracted litigation, the State and Your Therapy Source, LLC, Neeraj Jindal, and Sheri Yarbray have agreed to entry of this Agreed Final Judgment and Stipulated Injunction.

**I. PARTIES**

A. The Attorney General is the chief legal officer of the State of Texas and is authorized to bring this action for violations of state antitrust laws.



B. Your Therapy Source, LLC is a limited liability company, organized, existing, and doing business under and by virtue of the laws of the State of Texas, and its principal address is 8624 Mid Cities Blvd., Suite 200, North Richland Hills, Texas 76182. Your Therapy Source, LLC provides Therapist Staffing services in Texas.

C. Neeraj Jindal, an individual, owned Fit for Life Therapy, LLC, d/b/a Integrity Home Therapy (“Integrity”) from 2013 until he sold Integrity in August 2017. His principal address is located at 1901 Long Prairie Road, Suite 220-75, Flower Mound, Texas 75022. Jindal, in his role as owner of Integrity, provided Therapist Staffing services in Texas.

D. Sheri Yarbray, an individual, owns Your Therapy Source, LLC, and has been its Chief Executive Officer for more than 10 years. Her principal address is 8624 Mid Cities Blvd., Suite 200, North Richland Hills, Texas 76182. Yarbray, in her role as Chief Executive Officer of Your Therapy Source, LLC, provides Therapist Staffing services in Texas.

## **II. JURISDICTION & VENUE**

Pursuant to Tex. Bus. & Com. Code § 15.20(b), this Court has subject matter jurisdiction and may exercise personal jurisdiction over Your Therapy Source, LLC, Neeraj Jindal, and Sheri Yarbray. Venue in this Court is proper.

## **III. DEFINITIONS**

As used herein, and for purposes of this Order only:

- A. “Defendant Jindal” means Neeraj Jindal.
- B. “Defendant Yarbray” means Sheri Yarbray.

C. "Defendant Your Therapy Source" means Your Therapy Source, LLC, its directors, officers, employees, agents, representatives, successors, and assigns, including Defendant Yarbray; and any joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates in each case controlled by Your Therapy Source, LLC, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

D. "Compensation" means wages, salaries, benefits, payment terms, or Pay Rates.

E. "Home Health Agency" means any Person that contracts with one or more Therapist Staffing Competitors to provide Therapist services to home health patients.

F. "Pay Rate" means the payment Defendants or Therapist Staffing Competitors make to a Therapist to treat patients.

G. "Person" means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, or other entity or a government body.

H. "Therapist" means a physical therapist, physical therapist assistant, occupational therapist, occupational therapist assistant, or speech therapist.

I. "Therapist Staffing" means the provision of Therapists to treat patients through contractual arrangements by and between Therapist Staffing Competitors and Therapists.

J. "Therapist Staffing Competitor" means any Person engaged in the business of Therapist Staffing.

#### IV. TERMS

IT IS ORDERED that in connection with establishing the Compensation of any employee or independent contractor, including Therapists, Defendants shall cease and desist from, either directly or indirectly, or through any corporate or other device:

A. Entering into, adhering to, participating in, maintaining, organizing, implementing, or enforcing any agreement or understanding, express or implied, between or among a Defendant and any Person to lower, fix, maintain, or stabilize the Compensation that a Defendant or such Person pays, or is willing to pay, in competing with each other for employees or independent contractors, including Therapists;

B. Exchanging or facilitating, in any manner, the exchange or transfer of information between or among a Defendant and any Person concerning Compensation that a Defendant or such Person pays, or is willing to pay, in competing with each other for employees or independent contractors, including Therapists;

C. Inviting, encouraging, offering, soliciting, pressuring, suggesting, advising, recommending, or inducing any Person to engage in any agreement, understanding, or other action prohibited by Paragraphs IV.A. and IV.B.; and

D. Attempting to engage in any action prohibited by Paragraphs IV.A. and IV.B. *Provided, however,* that nothing in Paragraphs IV.A, IV.B, IV.C, and IV.D shall prohibit a Defendant and a Home Health Agency from agreeing upon the rate that the Home Health Agency pays the Defendant for the provision of Therapists to treat Home Health Agency patients.

IT IS FURTHER ORDERED that Defendant Your Therapy Source shall:

E. Within 30 days after the date on which this Order is issued, provide to each of Your Therapy Source's officers, partners, directors, and employees a copy of this Order and the Petition;

F. For a period of 3 years from the date this Order is issued, provide a copy of this Order and the Petition to any person who becomes an officer, partner, director, or employee of Your Therapy Source, and provide such copies within 30 days of the commencement of such Person's employment or term as an officer, director, partner, or employee; and

G. Retain documents and records sufficient to record Your Therapy Source's compliance with its obligations under Paragraphs IV.E and IV.F of this Order.

IT IS FURTHER ORDERED that each Defendant shall submit verified written reports ("compliance reports") in accordance with the following:

H. Each Defendant shall submit:

1. an interim compliance report 60 days after the Order is issued;
2. an annual compliance report one year after the date this Order is issued, and annually for the next 3 years on the anniversary of that date; and
3. additional compliance reports as the Attorney General or his staff may request.

I. Each compliance report shall set forth in detail the manner and form in which Defendant intends to comply, is complying, and has complied with this Order; *provided* that the Attorney General shall keep confidential any information contained in the compliance report that is marked confidential by Defendant.

J. Each compliance report shall be verified in the manner set forth in Texas Civil Practice and Remedies Code section 132.001. Defendant Jindal and Defendant Yarbray shall each verify his or her compliance report. Each compliance report by Defendant Your Therapy Source shall be verified by the Chief Executive Officer or other officer or employee specifically authorized to perform this function. Defendants shall submit an original hardcopy compliance report and two electronic copies pursuant to Paragraph V.B, below.

K. For purposes of this paragraph, Defendant Your Therapy Source and Defendant Yarbray may submit a joint compliance report.

IT IS FURTHER ORDERED that Defendant Your Therapy Source shall notify the Attorney General at least 30 days prior to:

L. Any proposed dissolution of Your Therapy Source, LLC;

M. Any proposed acquisition, merger, or consolidation of Your Therapy Source, LLC; and

N. Any other change in Defendant Your Therapy Source including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

IT IS FURTHER ORDERED that for 3 years from the date this Order becomes final, each Defendant shall notify the Attorney General of any change in his, her, or its respective principal address within 20 days of such change in address.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and 5 days' notice to the relevant Defendant, made to its principal place of business as identified in this

Order, the notified Defendant shall, without restraint or interference, permit any duly authorized representative of the Attorney General:

O. Access, during business office hours of the Defendant and in the presence of counsel, to all facilities and access to inspect and copy all business and other records and all documentary material and electronically stored information, in the possession or under the control of the Defendant related to compliance with this Order, which copying services shall be provided by the Defendant at the request of the authorized representative of the Attorney General and at the expense of the Defendant;

P. To interview officers, directors, or employees of Defendant Your Therapy Source, who may have counsel present, regarding such matters; and

Q. To interview each Defendant Jindal and Defendant Yarbray, who may have counsel present, regarding such matters.

IT IS FURTHER ORDERED that this Order shall terminate 20 years from the date this Order is issued.

#### V. MISCELLANEOUS

- A. *Legal Exposure and Effect.* This Order is not intended to and does not give any legal rights or remedies of any nature to any third party.
- B. *Notices.* All notices required by this Order shall be sent by certified or registered mail, return receipt requested, postage prepaid and by electronic mail to:

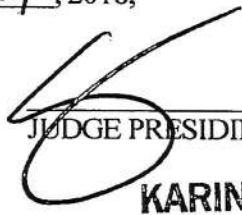
Bret Fulkerson  
Assistant Attorney General, Antitrust Division  
Office of the Attorney General  
P.O. Box 12548  
Austin, TX 78711  
[Bret.Fulkerson@oag.texas.gov](mailto:Bret.Fulkerson@oag.texas.gov)

- C. *Governing Law.* This Order shall be governed by and interpreted according to the laws of the State of Texas, excluding its conflicts of law provisions.
- D. *Modification.* If the State or a Defendant believes that modification of this Order would be in the public interest, that party shall give notice to the other and the parties shall attempt to agree on a modification. If the parties agree on a modification, they shall jointly petition the Court to modify the Order, and such modification shall be granted unless the Court determines that the modification is contrary to the public interest. Nothing herein prohibits a party from petitioning this Court for a modification in the absence of agreement of the other party. Likewise, nothing herein prohibits a party from opposing such a petition for modification.
- E. *Retention of Jurisdiction.* The Court retains jurisdiction for twenty (20) years following the date this Order becomes final to enable any party to apply to the Court for such further orders and directions as may be necessary and appropriate for the interpretation, modification, and enforcement of this order.
- F. *Enforcement* – If the Attorney General believes that there has been a violation of this Order, any Defendant suspected of violating the Order shall be promptly notified in writing thereof. The Attorney General shall thereafter provide the



Defendant a reasonable opportunity to cure any alleged violation without instituting legal action. If the alleged violation is not substantially cured by the Defendant within sixty (60) days of the notification, the Attorney General may thereafter seek to undertake any remedial action deemed appropriate. If the Attorney General prevails in any action or proceeding to enforce this Order, or in any action or proceeding otherwise arising out of or relating hereto, the Court shall assess costs and expenses, including a reasonable sum for attorneys' fees against any Defendant violating the Order.

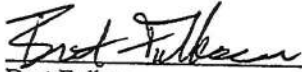
IT IS SO ORDERED, this 31<sup>st</sup> day of JULY, 2018,

  
\_\_\_\_\_  
JUDGE PRESIDING  
**KARIN CRUMP**

APPROVED AND ENTRY REQUESTED:

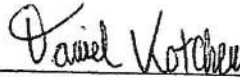
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