

1 3.1.2 It will no longer enforce 6(u) provision in any of its existing franchise
2 agreements, and will not seek to intervene or defend in any way the legality of any no-poach
3 provision in any litigation in which a franchisee may claim third-party beneficiary status rights
4 to enforce an existing no-poach provision;

5 3.1.3 It will notify all of its franchisees of the entry of this agreement with the
6 State of Washington, and provide them a copy of the AOD upon request;

7 3.1.4 It will notify the Attorney General's Office if it learns of any effort by a
8 franchisee in Washington to enforce any existing no-poach provision.

9 3.2 Within 60 days of entry of this AOD, MaidPro will exercise all reasonable
10 commercial efforts to amend all existing franchise agreements with entities and individuals in
11 Washington to remove any no-poaching provisions in its existing franchise agreements. MaidPro
12 is under no obligation to offer any franchisee any monetary or non-monetary consideration to
13 induce them to accept the proposed amendment of the franchise, and it shall be under no
14 obligation to take any coercive action against a franchisee that may refuse or decline to agree to
15 any amendment of its franchise agreement. If any franchise owner is unwilling to consent to the
16 change to its franchise agreement, prior to the 60-day deadline, MaidPro shall provide the name
17 and address of the resisting franchisee and the name and address of the franchisee's registered
18 agent to the Office of the Attorney General.

19 3.3 As they come up for either renewal or renegotiation during the ordinary course
20 of business, MaidPro will amend all of its existing franchise agreements on a nationwide basis
21 to remove any no-poach provision.

22 3.4 Within 30 days of the conclusion of the time periods referenced in this section
23 III, MaidPro will submit a declaration to the Attorney General's Office signed under penalty of
24 perjury stating that all provisions of this agreement have been satisfied.

1 **IV. ADDITIONAL PROVISIONS**

2 4.1 This AOD is binding on, and applies to MaidPro, including each of its respective
3 directors, officers, managers, agents acting within the scope of their agency, and employees, as
4 well as their respective successors and assigns, controlled subsidiaries, divisions, groups,
5 affiliates, partnerships, and joint ventures, or other entities through which MaidPro may now or
6 hereafter act with respect to the conduct alleged in this AOD.

7 4.2 This is a voluntary agreement and it shall not be construed as an admission of
8 law, fact, liability, misconduct, or wrongdoing on the part of MaidPro. By entering into this
9 AOD, MaidPro neither agrees nor concedes that the claims, allegations and/or causes of action
10 which have or could have been asserted by the Attorney General have merit and MaidPro
11 expressly denies any such claims, allegations, and/or causes of action. However, proof of failure
12 to comply with this AOD shall be *prima facie* evidence of a violation of RCW 19.86.030, thereby
13 placing upon the violator the burden of defending against imposition by the Court of injunctions,
14 restitution, costs and reasonable attorney's fees, and appropriate civil penalties under the
15 Consumer Protection Act. The Attorney General acknowledges that neither this AOD nor proof
16 of failure to comply with this AOD shall be *prima facie* evidence of violation of any other law,
17 including the law of any other state.

18 4.3 MaidPro will not, nor will it authorize any of its officers, employees,
19 representatives, or agents to state or otherwise contend that the State of Washington or the
20 Attorney General has approved of, or has otherwise sanctioned, the conduct described in
21 Paragraph 2.2 with respect to the 6(u) provision in MaidPro's franchise agreement.

22 4.4 This AOD resolves all issues raised by the State of Washington and the Antitrust
23 Division of the Attorney General's Office under the Consumer Protection Act and any other
24 related statutes pertaining to the acts set forth in paragraph 2.1 – 2.3 above that may have
25 occurred before the date of entry of this AOD and concludes the investigation thereof. Subject
26 to paragraph 4.2, the State of Washington and the Antitrust Division of the Attorney General's

1 Office shall not file suit or take any further investigative or enforcement action with respect to
2 the acts set forth above that occurred before the date of entry of this AOD.

3 APPROVED ON this ____ day of _____, 2019.

6 _____
JUDGE/COURT COMMISSIONER

7 Presented by:

8 ROBERT W. FERGUSON
9 Attorney General

10 _____
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19 *Attorneys for State of Washington*

20 Agreed to and approved for entry by:
21 MAIDPRO FRANCHISE CORPORATION

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