

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Joseph J. Simons, Chairman
Maureen K. Ohlhausen
Noah Joshua Phillips
Rohit Chopra
Rebecca Kelly Slaughter

_____)
)
In the Matter of)
)
Your Therapy Source, LLC,)
a Texas limited liability company,)
)
Neeraj Jindal,)
an individual, and)
)
Sheri Yarbray,)
an individual.)
_____)

DECISION AND ORDER
DOCKET NO. C-4689

DECISION

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of Your Therapy Source, LLC, Neeraj Jindal, and Sheri Yarbray, collectively “Respondents.” The Commission’s Bureau of Competition prepared and furnished to Respondents the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint would charge Respondents with violations of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45.

Respondents and the Bureau of Competition executed an agreement (“Agreement Containing Consent Order” or “Consent Agreement”) containing (1) an admission by Respondents of all the jurisdictional facts set forth in the Draft Complaint, (2) a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in the Draft Complaint, or that the facts as alleged in the Draft Complaint, other than jurisdictional facts, are true, (3) waivers and other provisions as required by the Commission’s Rules, and (4) a proposed Decision and Order.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the said Act, and that a complaint should issue stating its charges in that respect. The Commission accepted the Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of

public comments. The Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure described in Rule 2.34, the Commission issues its Complaint, makes the following jurisdictional findings, and issues the following Decision and Order (“Order”):

1. Respondent 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 Richard Hills, Texas 76182.
2. Respondent 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.
3. Respondent Sheri Yarbray, an individual, owns Respondent Your Therapy Source, and has been its Chief Executive Officer for more than 10 years. Her principal address is 8624 Mid Cities Blvd., Suite 200, North Richard Hills, Texas 76182.
4. The Federal Trade Commission has jurisdiction over the subject matter of this proceeding and over Respondents, and this proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. “Respondent Jindal” means Neeraj Jindal.
- B. “Respondent Yarbray” means Sheri Yarbray.
- C. “Respondent Your Therapy Source” means Your Therapy Source, LLC, its directors, officers, employees, agents, representatives, successors, and assigns, including Respondent 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. “Commission” means the Federal Trade Commission.
- E. “Compensation” means wages, salaries, benefits, payment terms, or Pay Rates.

- F. “Home Health Agency” means any Person that contracts with one or more Therapist Staffing Competitors to provide Therapist services to home health patients.
- G. “Pay Rate” means the payment Respondents or Therapist Staffing Competitors make to a Therapist to treat patients.
- H. “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.
- I. “Therapist” means a physical therapist, physical therapist assistant, occupational therapist, occupational therapist assistant, or speech therapist.
- J. “Therapist Staffing” means the provision of Therapists to treat patients through contractual arrangements by and between Therapist Staffing Competitors and Therapists.
- K. “Therapist Staffing Competitor” means any Person engaged in the business of Therapist Staffing.

II.

IT IS FURTHER ORDERED that in connection with establishing the Compensation of any employee or independent contractor, including Therapists, in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. §44, Respondents 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 Respondent and any Person to lower, fix, maintain, or stabilize the Compensation that a Respondent 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 Respondent and any Person concerning Compensation that a Respondent 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 II.A. and II.B.; and

D. Attempting to engage in any action prohibited by Paragraphs II.A. and II.B.

Provided, however, that nothing in this Paragraph II. shall prohibit a Respondent and a Home Health Agency from agreeing upon the rate that the Home Health Agency pays the Respondent for the provision of Therapists to treat Home Health Agency patients.

III.

IT IS FURTHER ORDERED that Respondent Your Therapy Source shall:

- A. 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 Complaint;
- B. For a period of 3 years from the date this Order is issued, provide a copy of this Order and the Complaint 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, partner, director, or employee; and
- C. Retain documents and records sufficient to record Your Therapy Source's compliance with its obligations under Paragraph III. of this Order.

IV.

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

- A. Each Respondent 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 Commission or its staff may request.
- B. Each compliance report shall set forth in detail the manner and form in which Respondent intends to comply, is complying, and has complied with this Order.
- C. Each compliance report shall be verified in the manner set forth in 28 U.S.C. § 1746. Respondent Jindal and Respondent Yarbray shall each verify his or her compliance report. Each compliance report by Respondent Your Therapy Source shall be verified by the Chief Executive Officer or other officer or employee specifically authorized to perform this function. Respondents shall

submit an original and 2 copies of each compliance report as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a), including a paper original submitted to the Secretary of the Commission and electronic copies to the Secretary at ElectronicFilings@ftc.gov and to the Compliance Division at bccompliance@ftc.gov.

- D. For purposes of this paragraph, Respondent Your Therapy Source and Respondent Yarbray may submit a joint compliance report.

V.

IT IS FURTHER ORDERED that Respondent Your Therapy Source shall notify the Commission at least 30 days prior to:

- A. Any proposed dissolution of Your Therapy Source, LLC;
- B. Any proposed acquisition, merger, or consolidation of Your Therapy Source, LLC; and
- C. Any other change in Respondent 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.

VI.

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

VII.

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 Respondent, made to its principal place of business as identified in this Order, the notified Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of the Respondent 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 as defined in Commission Rules 2.7(a)(1) and (2), 16 C.F.R. § 2.7(a)(1) and (2), in the possession or under the control of the Respondent related to compliance with this Order, which copying services shall be provided by the Respondent at the request of the authorized representative of the Commission and at the expense of the Respondent;
- B. To interview officers, directors, or employees of Respondent Your Therapy Source, who may have counsel present, regarding such matters; and

- C. To interview each Respondent Jindal and Respondent Yarbray, who may have counsel present, regarding such matters.

VIII.

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

By the Commission.

April Tabor
Acting Secretary

SEAL:
ISSUED: October 26, 2019