

FRANCHISE DISCLOSURE DOCUMENT

CK Franchising, Inc.

An Ohio Corporation

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Comfort Keepers®

The franchised business is a distinctive business that operates under the Comfort Keepers® trade name. Our business provides in-home care for the elderly and other adults who need assistance in daily living, including homemaker/companionship care, personal care, and personal technology services and equipment. In addition, certain qualified franchisees may also offer approved private duty nursing services.

The total investment necessary to begin operations of a Comfort Keepers® franchise is from ~~\$119,560~~ \$119,860 to \$190,700. This includes \$55,000 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sales. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Comfort Keepers® Franchise Development Department at 1 Park Plaza, Suite 300, Irvine, CA 92614; (949) 988-6655.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

**ITEM 7.
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure⁽¹⁾	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Combined Deposit Fee and Initial Franchise Fee ⁽²⁾	\$55,000	Lump sums	Deposit fee paid if you sign a deposit agreement; balance or all (as applicable) of initial franchise fee paid on signing Franchise Agreement	Us
Professional Fees ⁽³⁾	\$2,500 - \$10,000	As incurred	Before beginning operation	Attorney or other advisor
Business Premises ⁽⁴⁾	\$6,000 - \$24,000	As incurred	Before beginning operation	Landlord
Furniture and Equipment ⁽⁵⁾	\$5,400 - \$10,000	As incurred	Before beginning operation	Suppliers
Insurance ⁽⁶⁾	\$3,100 - \$6,800	As arranged	Before beginning operation	Insurance Company
Expenses Related to Initial Training ⁽⁷⁾	\$3,000 - \$6,000	As incurred	Before beginning operation	Suppliers
Organizational Expenses/Supplies/ Printing ⁽⁸⁾	\$650 - \$1,150	As incurred	Before beginning operation	Suppliers
Telephone and other utility deposits	\$550 - \$1,650	As incurred	Before beginning operation	Suppliers
Advertising, Marketing and Promotion ⁽⁹⁾	\$2,300 - \$10,000	As incurred	As arranged	Media, Others
Licensure ⁽¹⁰⁾	\$0 - \$10,000	Lump sum	Upon submission of licensure application	State licensing agencies
Caregiver Training ⁽¹¹⁾	\$2,000 - \$3,500	As incurred	On your payroll payment dates	Caregivers
Background Screening	\$360 - \$600	\$40 or more per check	As incurred	Screening Company
Additional Funds ⁽¹²⁾ - 3 months	\$39,000 - \$190,700 <u>\$52,000</u>	As incurred	As incurred	Various
TOTAL	\$119,560 <u>\$119,860</u> - \$190,700			

all of those persons designated in the Franchise Agreement: (1) successfully complete, as determined by us in our sole discretion, the initial training program; or (2) are required to complete the initial training program (60 days after the effective date of the Franchise Agreement), whichever is earlier. Under an Expansion Agreement executed before January 1, 2007, the Start Date is the date of execution of the Expansion Agreement. Under an Expansion Agreement executed January 1, 2007 or after, the Start Date is 60 days after the date of execution of the Expansion Agreement.

For purposes of the net revenue shown in Table No. 1 and Table No. 2, we used the Gross Revenue figures from royalty reports the franchisees filed with us; these revenues are reported on a cash basis. While we have not audited this information or independently confirmed the royalty reports, we have no reason to believe that any franchisee would overstate its revenues to us.

TABLE NO. 1

Number of Months in Operation (1)	Total # of Franchised Businesses (2)	Average Net Revenue	Number and Percentage of Franchised Businesses Meeting or Exceeding Average	Median Net Revenue	Highest Franchised Business Net Revenue	Lowest Franchised Business Net Revenue
85 or More	532	\$1,355,613	167/31%	\$902,478	\$21,532,846	\$8,829
73 or 84	22	\$608,214	7/32%	\$372,952	\$3,245,104	\$49,658
61 to 72	17	\$979,263	7/41%	\$733,953	\$3,247,403	\$42,840
49 to 60	10	\$661,147	4/40%	\$412,354	\$2,021,123	\$132,217
37 to 48	5	\$364,056	2/40%	\$306,064	\$783,646	\$76,896
25 to 36	12	\$554,615	2/17%	\$313,573	\$3,065,688	\$26,928
13 to 24	2	\$206,572	1/50%	\$206,572	\$217,160	\$195,985
All Franchised Businesses Open One Year or More Ending August 31, 20242025	600	\$1,277,857	190/31%	\$857,010	\$21,532,846	\$8,829

Notes to Table No. 1:

(2) We have excluded the Franchised Businesses we manage on behalf of SDX because those Franchised Businesses have a different management structure for their operations than that typically used by franchisees (for example, use of CKFI as a management company, and use of general managers for regions. The data in Table No. 2 is derived from all non-SDX Franchised Businesses that reported revenue for every month during the Reporting Period and that had been operating for at least 12 months at August 31, 2025. The table excludes data from 7 Franchised Businesses that closed during the Reporting Period and 1 Franchised Businesses that reported no revenue or did not file a royalty report for one or more months during the Reporting Period. Each of the franchisees' Franchised Businesses included in the table provided the homemaker/companionship services and personal care services that you must provide under the Franchise Agreement and most provided Personal Technology Services and Equipment under the SafetyChoice® program. There were 179 non-SDX Franchised Businesses that offered PDN Services during some or all of the Reporting Period.

TABLE NO. 3

Number of Months in Operation	Total # of Franchised Businesses	Average Hours Yearly	Median Hours Yearly	Average Monthly Yearly	Median Hours Monthly	Average Weekly Yearly	Median Hours Yearly
85 or More	532	39,531	26,027	3,294	2,202	760	508
73 to 84	22	14,968	10,587	1,247	882	288	204
61 to 72	17	24,168	16,967	2,014	1,414	465	326
49 to 60	10	21,121	11,533	1,760	961	406	222
37 to 48	5	9,290	6,734	774	561	179	129
25 to 36	12	16,515	10,046	1,376	837	318	193
13 to 24	2	6,187	6,187	516	516	119	119
All Franchised Businesses Open One Year or More Ending August 31, 2024	600	37,065	24,662	3,089	2,055	713	474

Notes to Table No. 3:

6. Franchise Questionnaires and Acknowledgements – No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts – Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

Items 17u (Dispute Resolution by Arbitration or Mediation) and 17v (Choice of Forum) are modified to eliminate the requirement that arbitration be held in Irvine, California.

Item 17w (Choice of Law) is modified to eliminate the requirement that Ohio law be used.

Item 17c (Renewal) and 17m (Transfer) are modified to eliminate the requirement that you sign a general release of claims. This will not prevent us from requiring you to sign a general release of claims as part of a settlement of a dispute or from requiring you, upon renewal or transfer of the Franchise Agreement, to sign a release of claims other than those under the franchise laws of North Dakota.

[The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.](#)

Covenants not to compete are generally considered unenforceable in the State of North Dakota.

[The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.](#)

CK FRANCHISING, INC.

NORTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, §§ 51-09-01 through 51-19-17 (1993) (“NDFIL”), CK Franchising, Inc. (“CKFI”) and _____ (“you”), hereby amend the Franchise Agreement between them dated _____ (“Agreement”) as follows:

1. Covenants not to compete are enforceable only under certain conditions under North Dakota law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.
2. ~~If the Agreement requires litigation, the requirement is void. Any litigation, of disputes at a location that is remote from the site of the franchisee’s business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration under the Agreement will be conducted in North Dakota or a mutually agreed upon location~~ The State of North Dakota has determined that parties agreeing to arbitration or mediation to be conducted in a jurisdiction other than North Dakota, the requirement is void. Any litigation, of disputes at a location that is remote from the site of the franchisee’s business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation under the Agreement will be conducted in North Dakota or a mutually agreed upon location will be agreeable to all parties and may not be remote from the franchisee’s place of business.
3. The State of North Dakota has determined that requiring franchisees to sign a general release upon renewal of a franchise agreement to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee sign a general release as a condition of renewing the franchise agreement is deleted.
4. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.
35. If the Agreement requires that the Agreement be governed by a state law other than North Dakota, the requirement may be unenforceable in North Dakota.
46. If the Agreement requires payment of a termination penalty or liquidation penalty, the requirement is void.
57. If the Agreement requires you to consent to a waiver of exemplary and/or punitive damages, the requirement is void.
68. If the Agreement requires you to consent to a waiver of trial by jury, the requirement is void.

~~7~~9. If the Agreement requires that you consent to a limitations of claims, the requirement is void, and the statute of limitations under North Dakota law will apply.

~~8~~10. If the Agreement requires that you consent to payment of all costs and expenses incurred in the enforcement of the Agreement, the requirement is void. The prevailing party in any such action is entitled to recover all costs and expenses, including attorneys' fees.

~~9~~11. In Sections 12.6 and 12.18 of the Agreement, Sections 5(g) and (j) of Exhibit D-1 of the disclosure document (Franchise Deposit Agreement), and Article VIII, Section I of Attachment 8 to the Agreement (HIPAA Business Associate Agreement), any disclaimers that CKFI has made any representations outside of the disclosure document or any exhibit are void and unenforceable.

~~10~~12. Any statement in Attachment 4 to the Agreement (Agreement and Guaranty of Related Parties) that the guarantors have read the Franchise Agreement is void and unenforceable.

~~11~~13. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~12~~14. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of North Dakota law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

~~13~~15. CKFI reserves the right to challenge the enforceability of any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement.

~~14~~16. All other provisions of the Agreement are hereby ratified and confirmed.

Dated: _____

CK FRANCHISING, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE:

If an entity: _____

EXHIBIT J

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California*	EXEMPT
Hawaii	
Illinois*	EXEMPT
Indiana*	EXEMPT
Maryland*	EXEMPT
Michigan	March 1, 2025
Minnesota	
New York*	EXEMPT
North Dakota*	<u>EXEMPT</u>
Rhode Island*	EXEMPT
South Dakota	December 19, 2025
Virginia*	
Washington*	EXEMPT
Wisconsin	December 19, 2025

*Large Franchise Exemption

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.