

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO  
GENERAL DIVISION**

<b>KENNETH’S HAIR SALONS &amp; DAY SPAS, INC.</b>	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
<b>CARA IVETTE SHOP, d/b/a 19 West Salon</b>	)	CASE NO. 20 CV 3493
	)	
and	)	JUDGE DANIEL R. HAWKINS
	)	
<b>GRACE HAFFENDEN</b>	)	
	)	
Defendants.	)	<b>AGREED INJUNCTION</b>
	)	
	)	

On June 1, 2020, Plaintiff Kenneth’s Hair Salons & Day Spas, Inc. (“Kenneth’s”) filed its suit against Defendants Cara I. Shop (“Shop”) and Grace Haffenden (“Haffenden”) alleging that each breached their respective “Non-Competition Agreement and Restrictive Covenants” (the “Agreements”) (Compl. ¶¶ 20 and 21.) The alleged breaches concerned a restriction against enticing or otherwise encouraging Kenneth’s employees to leave the employment of Kenneth’s. (*Id.*) This provision from the Agreements at issue states as follows:

If my employment with Kenneth’s ceases for any reason:

d. For a period of two (2) years from the date I leave the employ of Kenneth’s, I will not, directly, or indirectly, hire, entice or in any other manner persuade or induce or attempt to persuade or induce any employee to discontinue his or her relationship with Kenneth’s.

Nor will I, for myself or any other person, employ any person who is now employed by Kenneth's, or solicited or cause to be solicited the employment of any such person.

The parties have reached a settlement in this matter and have asked the Court to make the following findings to support the entering of this Agreed Injunction. As a result of the allegations and agreement of the Parties, the Court hereby finds that (1) discussions concerning, negotiating and entering into agreements with Kenneth's employees to lease chairs or otherwise rent space at 19 West Salon equates to enticing or encouraging Kenneth's employees to terminate their employment relationship with Kenneth's in violation of the Agreements; (2) further, this Court finds that leasing chairs or otherwise renting space at 19 West Salon is a form of employment the result of which is that Shop has violated the Agreements two-year restriction against employing Kenneth's employees by such conduct. Therefore, because of this Court's findings the Court hereby enjoins each Defendant, and all persons in concert or participation with such Defendant, from; (1) from enticing or encouraging, in any manner, including but not limited to, the use of social media to promote the benefits of stylist chair leasing to any Kenneth's current employee; (2) from leasing a chair or otherwise renting space to an employee of Kenneth's; and (3) from directly or indirectly providing any hair care services to any person to whom the Defendant first provided such services while employed by Kenneth's.

With respect to the acts enjoined in (1), (2) and (3) in the previous paragraph, it is **ORDERED** that the injunction shall expire at the end of the time period specified in each Defendant's respective Restrictive Agreement plus 180 days. No bond shall be required.

Kenneth's and Defendants further agree that, in the event of a violation, Kenneth's shall be entitled to recover its attorneys' fees and court costs associated with enforcing the terms of

this injunction. This Court shall retain continuing jurisdiction to enforce the terms of the injunction and the terms of the Settlement Agreement between the parties.

**IT IS SO ORDERED**

\_\_\_\_\_  
Judge Daniel R. Hawkins

AGREED:

/s/ James D. Abrams

David J. Butler (0068455)  
[dbutler@taftlaw.com](mailto:dbutler@taftlaw.com)  
James D. Abrams (0075968)  
[jabrams@taftlaw.com](mailto:jabrams@taftlaw.com)  
Taft Stettinius & Hollister LLP  
65 East State Street, Suite 1000  
Columbus, Ohio 43215  
Telephone: (614) 221-2838  
Facsimile: (614) 221-2007

*Attorneys for Plaintiff  
Kenneth's Hair Salons & Day Spas, Inc.*

/s/ Danny L. Caudill (per email authorization)

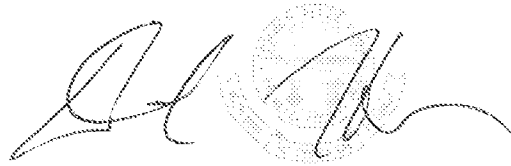
Danny L. Caudill (0078859)  
[dcaudill@caudillfirm.com](mailto:dcaudill@caudillfirm.com)  
The Caudill Firm, LLC  
175 S. Third St., Suite 200  
Columbus, Ohio 43215  
Telephone: (614) 500-3401  
Facsimile: (614) 448-4544

*Attorney for Defendants Cara I. Shop and  
Grace Haffenden*

Franklin County Court of Common Pleas

**Date:** 12-14-2020  
**Case Title:** KENNETHS HAIR SALONS & DAY SPAS INC -VS- CARA  
IVETTE SHOP ET AL  
**Case Number:** 20CV003493  
**Type:** AGREED ORDER

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'D. R. Hawkins', is written over a circular, textured seal or stamp.

/s/ Judge Daniel R. Hawkins