



states, including guaranteed minimum wage, overtime pay, other wage protections, and other benefits of employment, such as eligibility for unemployment and workers' compensation. In this action, the above-named plaintiffs seek to recover, on their own behalves and on behalf of all similarly situated individuals, compensation for these violations, statutory enhancement of damages as allowed by law, and attorneys' fees and costs.

II. **PARTIES**

2. Plaintiff Giovanni Depianti is an adult resident of Somerville, Massachusetts, who performed cleaning services for Jan-Pro in Massachusetts from approximately June 2003 to December 2006.

3. Plaintiff Hyun Ki Kim is an adult resident of Philadelphia, Pennsylvania, who performed cleaning services for Jan-Pro in New Jersey and Pennsylvania from approximately November 1997 to May 2005.

4. Plaintiff Kyu Jin Roh is an adult resident of Philadelphia Pennsylvania, who performed cleaning services for Jan-Pro in Pennsylvania from approximately December 2003 to December 2004.

5. This is a class action that the above-named plaintiffs bring on their own behalves and on behalf of all others similarly situated, namely all other individuals who have performed cleaning services for Jan-Pro within the United States and have been subjected to the legal violations described in this complaint. The class (and any subclasses that may be appropriate) meets all of the requirements of Rule 23 of the Federal Rule of Civil Procedure.

6. Defendant Jan-Pro Franchising International, Inc. is a domestic corporation with its principal place of business in Alpharetta, Georgia.

7. Upon information and belief, Jan-Pro works closely with regional corporate affiliates, all of which do business under the name "Jan-Pro," in order to sell cleaning "franchises" to individuals. Jan-Pro requires all individuals (including the named plaintiffs) to sign the same standard-form contracts, to adhere to the same standards and methods in providing cleaning services, and to operate under the name "Jan-Pro."

### III. JURISDICTION AND VENUE

8. Jurisdiction is invoked in this Court pursuant to 28 U.S.C. § 1332(d)(2).

### IV. STATEMENT OF FACTS

#### A. **Jan-Pro's Misrepresentations and Breaches of Contract**

9. Jan-Pro employs cleaning workers across the United States to perform cleaning work for customers who negotiate cleaning services accounts with Jan-Pro. These workers have included the above-named plaintiffs.

10. Jan-Pro requires its cleaning workers to sign "franchise agreements" with its regional affiliates in order to obtain work, and it labels its cleaning workers as "franchisees."

11. In order to induce workers to sign these franchise agreements, Jan-Pro (through its agents) negligently and/or intentionally misrepresents that it has sufficient business to provide the monthly income it promises the workers in their

agreements. In fact, Jan-Pro does not have enough accounts to offer to workers who have signed franchise agreements.

12. Thus, Jan-Pro knows it does not have sufficient business to satisfy the terms of the franchise agreements when it advertises franchises, solicits franchisees, and enters into franchise contracts. Jan-Pro (through its agents) knowingly and willfully solicit and enters into agreements which it knows it cannot perform.

13. Jan-Pro also misrepresents that workers will receive a higher hourly rate of pay for their work than Jan-Pro knows they will be able to earn.

14. Jan-Pro's franchise agreement is a form contract of adhesion establishing the terms and conditions of employment of Jan-Pro cleaning workers.

15. None of the Jan-Pro cleaning workers is able to negotiate for different terms and conditions from those appearing in the form franchise agreement.

16. The form franchise agreement is written exclusively in English, in highly technical and confusing language, with misleading section headings and provisions regarding waivers of important rights buried within the agreement.

17. The form franchise agreement is not available in other languages, although many of the workers who sign these form franchise agreements have little to no fluency in English.

18. Consequently, as Jan-Pro knows, the workers do not understand the terms of the agreement, whether or not they speak English.

19. Jan-Pro targets immigrants in particular because they are easily victimized by Jan-Pro's misrepresentations and other systemic legal violations, as described herein.

20. Pursuant to these form franchise contracts, individuals pay substantial sums of money as franchise fees in order to obtain cleaning accounts. For example, Mr. Depianti paid Jan-Pro an initial fee of \$23,400, and Mr. Kim paid Jan-Pro an initial fee of \$14,400.

21. In exchange for these large franchise fees, Jan-Pro guarantees a certain level of monthly income beginning after the workers have made down payments to purchase their franchise and completed their training period.

22. However, Jan-Pro systemically breaches its written agreements by not providing or offering sufficient or adequate work as promised to produce the guaranteed level of income.

23. For example, Mr. Depianti was offered \$8,333 per month in business, but he typically received less than \$3,000 per month during his time working for Jan-Pro.

24. Mr. Kim was offered approximately \$7,000 per month in business, but he typically received less than \$4,000 per month during his time working for Jan-Pro.

25. Through a variety of means involving misrepresentation, Jan-Pro purports to satisfy its obligations under the form franchise agreements when it has come nowhere near satisfying those obligations. Through these means, Jan-Pro attempts to make it appear that it is the workers' fault, rather than Jan-

Pro's, that they do not have sufficient accounts to satisfy their monthly income guarantee.

26. For example, Jan-Pro negligently and/or intentionally misrepresents the number of hours per week that will be required to service the accounts offered. These misrepresentations are used to induce workers to accept the accounts toward their guaranteed level of income. The accounts typically require substantially more hours of work than Jan-Pro represents.

27. In addition, Jan-Pro promises cleaning accounts that are geographically convenient to one another and convenient to the workers' homes. However, the accounts are typically spread very far apart, making it very inconvenient, if not impossible, to accept or perform the work for these accounts.

28. Jan-Pro typically contends that it has fulfilled its obligations under the franchise contract by offering accounts, knowing that accounts offered could not be accepted due to geographic inconvenience, sheer impossibility of performing the number of hours of work required to service the accounts, or rates of pay well below what was promised.

29. Jan-Pro also frequently violates the form franchise agreement by taking accounts away without warning and for no justifiable reason. Also in violation of the agreement, Jan-Pro gives no opportunity to correct or challenge alleged deficiencies in workers' performance.

30. When doing so, Jan-Pro frequently tells the workers performing the cleaning services that the customers were dissatisfied with their work, when in fact the customers were satisfied with their work.

31. After taking an account away from a worker, Jan-Pro then can offer the account to another worker who has signed a franchise agreement to count toward that person's monthly guarantee. In this way, Jan-Pro churns the accounts it has, in order to make it appear that it has satisfied its franchise agreements.

32. When Jan-Pro does not satisfy the terms of the workers' franchise agreements by not offering sufficient accounts (that are free from misrepresentations) or by taking away accounts without justification or warning, it does not refund the franchise fees that the workers have already paid.

33. Indeed, Jan-Pro requires workers to continue making payments on their franchise fees, billing them for these payments, even when they have no further work from Jan-Pro.

34. In addition, Jan-Pro deducts excessive fees from the payments it makes to the workers under the franchise agreements.

35. Jan-Pro significantly underbids cleaning contracts with its clients. As a result of this underbidding and the deduction of excessive fees from their pay, the workers who have contracted with Jan-Pro receive far less pay for their work than the fair value of their services and far less pay than they were promised on an hourly and monthly basis.

**B. Jan-Pro's Misclassification of Its Cleaning Workers as Independent Contractors**

36. Jan-Pro purports to classify its cleaning workers as independent contractors. However, these workers are in fact employees under the statutes and common law of various states.

37. The behavioral and financial control manifested over these workers by Jan-Pro demonstrates that the workers are employees rather than independent contractors.

38. The cleaning workers perform services within Jan-Pro's usual course of business, which is to provide cleaning services to customers.

39. Also, Jan-Pro instructs the cleaning workers in how to do their work and dictates their performance of the details of their jobs.

40. The cleaning workers generally do not work in an independently established trade, occupation, profession, or business. Instead, as required by their contracts, the cleaning workers perform cleaning services exclusively for Jan-Pro's clients.

41. Also, the cleaning workers do not represent themselves to the public as being in an independent business to provide cleaning services, and they typically have not invested in an independent business apart from their payment of "franchise" fees to Jan-Pro.

42. Because of their misclassification by Jan-Pro as independent contractors, these cleaning workers have not received the benefits that inure from the employment relationship under law.



43. For example, Jan-Pro's cleaning workers frequently do not receive the minimum wage for the work they perform.

44. Although many of them work more than 40 hours per week, they do not receive one and one-half times their regular rate for hours worked in excess of 40 hours per week.

45. Numerous deductions are made from their pay, which constitute improper deductions from wages. For example, Jan-Pro deducts payments towards "franchise fees," interest payments, payments for Jan-Pro to manage the workers' cleaning accounts, and other payments. It also withholds workers' pay when it contends that Jan-Pro clients have not paid their bills.

46. These cleaning workers do not receive pay for their time spent traveling between different accounts during the work day.

47. Jan-Pro denies that these workers are eligible for unemployment payments when they lose their jobs, or when they are constructively discharged by having their cleaning accounts taken away and not replaced.

48. Also, because of the misclassification, Jan-Pro's cleaning workers are not covered by workers' compensation when they are injured on the job.

## **COUNT I**

### **(Unfair and Deceptive Business Practices)**

Defendant's conduct in inducing the plaintiffs and class members to purchase purported cleaning "franchises" and its conduct with respect to the plaintiffs and class members in the course of, and following, their performing cleaning services as described above constitutes unfair and deceptive practices

in violation of the statutory and common law of the several states, including Massachusetts Gen. L. c. 93A, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.*, and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 *et. seq.*

**COUNT II**

**(Misclassification as Independent Contractors)**

Defendant has knowingly and willfully misclassified plaintiffs and class members as independent contractors instead of employees, in violation of the statutory and common law of the several states, including Mass. Gen. Laws c. 149 § 148B.

**COUNT III**

**(Wage Law Violations)**

Defendant's misclassification of its cleaning workers as independent contractors has deprived them of the protections of the wage laws of the several states, including guaranteed minimum wage, overtime pay, and timely payments of all wages owed without improper deductions from pay, in violation of the wage laws of the several states, including Mass. Gen. L. c. 151 §§ 1, 1A, and 1B, and Mass. Gen. L. c. 149 § 148, 43 P.S. § 260.1 *et seq.*, 43 P.S. § 333.104, and N.J. St. 34.11-56a4.

**COUNT IV**

**(Misrepresentation)**

Defendant has committed intentional and/or negligent misrepresentation in its representations to the plaintiffs and class members, as described above, in violation of the common law of the several states.

**COUNT V**

**(Quantum Meruit)**

The plaintiffs and class members have been deprived by Defendant of the fair value of their services and are thus entitled to recovery in *quantum meruit* pursuant to the common law of the several states.

**COUNT VI**

**(Unjust Enrichment)**

Through the conduct described above, Defendant has been unjustly enriched under the common law of the several states.

**JURY DEMAND**

Plaintiffs request a trial by jury on all their claims.

WHEREFORE, Plaintiffs request that this Court enter the following relief:

1. Certification of this case as a national class action;
2. Certification of subclasses of Jan-Pro workers who performed work in states with particular statutory claims described in this complaint (or other claims for which subclasses may contribute to the

manageability of this litigation), including Massachusetts, Pennsylvania, and New Jersey;

3. Damages attributable to Jan-Pro's statutory and common law violations;
4. Statutory enhancement of damages as allowed by law;
5. Declaratory and injunctive relief, requiring Jan-Pro to cease its illegal practices;
6. Any other relief to which the plaintiffs and class members may be entitled.

Respectfully submitted,

GIOVANI DEPIANTI, HYUN KI KIM,  
KYU JIN ROH, and all others similarly  
situated,

By their attorneys,



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Hillary Schwab, BBO #666029  
PYLE, ROME, LICHTEN, EHRENBURG  
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Boston, MA 02108  
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Dated: April 18, 2008

JS 44 (Rev. 12/07)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**  
 Giovani Depianti, Hyun Ki Kim, Kyu Jin Roh, et al.

**(b) County of Residence of First Listed Plaintiff** Middlesex  
 (EXCEPT IN U.S. PLAINTIFF CASES)

Shannon Liss-Riordan, Esq.

**(c) Attorney's (Firm Name, Address, and Telephone Number)**  
 Pyle, Rome, Lichten, Ehrenberg & Liss-Riordan, P.C. 18 Tremont Street, Suite 500, Boston, MA 02108 (617) 367-7200

**DEFENDANTS**  
 Jan-Pro Franchising International, Inc.

County of Residence of First Listed Defendant Fulton, GA  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input checked="" type="checkbox"/> 1	PTF DEF	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2		<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3		<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

<b>CONTRACT</b>	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<b>AGRICULTURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 660 Occupational Safety/Health	<b>LABOR</b>	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury		<b>LABOR</b>	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input checked="" type="checkbox"/> 790 Other Labor Litigation	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISON CONDITIONS</b>	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input checked="" type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<b>IMMIGRATION</b>	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		
			<input type="checkbox"/> 465 Other Immigration Actions		

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1332(d)(2)

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 04/18/2008

SIGNATURE OF ATTORNEY OF RECORD Shannon Liss-Riordan

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Depianti v. Jan-Pro Franchising International, Inc.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, \*Also complete AO 120 or AO 121 for patent, trademark or copyright cases  
740, 790, 791, 820\*, 830\*, 840\*, 850, 890, 892-894, 895, 950.
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 462, 463, 465, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division  Central Division  Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division  Central Division  Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Shannon Liss-Riordan, Esq.

ADDRESS Pyle, Rome, Lichten, Ehrenberg & Liss-Riordan, P.C., 18 Tremont St., Ste. 500, Boston, MA 02108

TELEPHONE NO. (617) 367-7200

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Jan-Pro Franchising International Facing Misrepresentation Suit](#)

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