

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,
a municipal corporation
400 6th Street NW
Washington, D.C. 20001,

Plaintiff,

v.

**NABICORP ENTERPRISES, INC.,
d/b/a/ JAN-PRO OF WASHINGTON, D.C.,**
10801 Main Street, Suite 100
Fairfax, VA 22030

Serve on: Randolph Ivey
10801 Main Street, Suite 100,
Fairfax, VA 22030,

and

**JAN-PRO FRANCHISING
INTERNATIONAL, INC.,**
2520 Northwinds Parkway, Suite 375
Alpharetta, GA 30009

Serve on: Cogency Global, Inc.
900 Old Roswell Lakes Parkway
Suite 310
Roswell, GA 30076,

Defendants.

Case No.:

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff District of Columbia (“District”), through the Office of the Attorney General, brings this wage theft enforcement action against Defendants Jan-Pro Franchising International, Inc. (“JPI”) and Nabicorp Enterprises, Inc. (“JP-DC”) (together, “Defendants”) for violating the Wage Payment and Collection Law (“WPCL”), D.C. Code § 32-1301, *et seq.* and Sick and Safe Leave Act (“SSLA”), D.C. Code § 531.01, *et seq.*

INTRODUCTION

1. This is a wage theft enforcement case. The District brings this action to recover damages and penalties against Defendants for systemically exploiting the wage-and-hour rights of District janitors.

2. Defendants are in the janitorial business, selling janitorial and cleaning services to various customers throughout the District, including retail stores, corporate offices, and restaurants. To provide these janitorial services, Defendants need janitors—whom Defendants recruit through a multilevel franchising scheme.

3. At the top of the franchising chain is JPI, which sells franchises throughout the nation to “Regional Master Franchisees” such as JP-DC. This agreement provides exclusive rights to the “Jan-Pro” brand within a particular territory (here, the District metropolitan area). JPI has developed a standardized “Jan-Pro”-branded janitorial business and, through this, provides JP-DC with the systems necessary to execute the business, including billing software infrastructure, as well as advertisements and template contracts to recruit prospective janitors.

4. From there, JP-DC recruits janitors. Defendants refer to janitors as “Unit Franchisees” because they are required to incorporate a company before signing a sub-franchise agreement with JP-DC. Notwithstanding this corporate formality, Unit Franchisees are often just individuals—actual janitors who provide the physical labor at the heart of Defendants’ business. JP-DC recruits Unit Franchisees with JPI’s advertising materials, promising thousands of dollars in monthly revenue and hawking entrepreneurial visions of achieving “financial independence” and “being your own boss.”

5. Defendants have systemically misclassified Unit Franchisees as independent contractors and continue to make unlawful deductions from their wages in violation of the WPCL.

In reality, Unit Franchisees are Defendants’ employees—they are subject to Defendants’ supervision and control and they perform the janitorial work that is integral to Defendants’ business. However, Defendants have imposed a blizzard of fees on Unit Franchisees that unlawfully cut into their wages, including thousands of dollars in initial franchise fees and a slew of recurring monthly fees that eat up as much as 25% of their monthly earnings. These fees are unlawful wage deductions that are tantamount to requiring employees to pay for the privilege of working for Defendants—a clear violation of the WPCL and District public policy.

6. The District thus brings this action to enjoin Defendants’ violations of the District’s wage laws and, for all Unit Franchisees who are based in or performed work in the District, to recover damages to which they are entitled under the WPCL.

JURISDICTION

7. The Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921 and D.C. Code § 32-1306(a)(2).

8. This Court has personal jurisdiction over JPI and JP-DC pursuant to D.C. Code § 13-423(a).

PARTIES

9. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the federal government. The District brings this action through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1).

10. Defendant Jan-Pro Franchising International, Inc. (“JPI”) is a Massachusetts

corporation with its principal office in Georgia that provides janitorial and cleaning services throughout the nation, including in the District.

11. Defendant Nabicorp Enterprises, Inc. (“JP-DC”) is a Virginia corporation that provides janitorial and cleaning services in the District. JP-DC does business under the trade name, “Jan-Pro of Washington, D.C.”

FACTUAL ALLEGATIONS

A. JPI’s and JP-DC’s Business in the District of Columbia.

12. Defendants’ business model relies on two sources of revenue: (1) selling janitorial services to customers and (2) selling downstream franchising agreements to janitors to perform those janitorial services. This structure allows Defendants to generate revenue from both their customer and labor base.

13. At the top of the franchising chain is JPI. JPI sells janitorial services to customers throughout the nation, which are referred to as “National Accounts.”

14. JPI also sells downstream janitorial cleaning franchises to entities like JP-DC through “Regional Master Franchisee Agreements.” The Regional Master Franchisee Agreement requires JP-DC to pay JPI a number of fees, including an initial franchise fee and recurring monthly fees, such as for royalties and advertising expenses.

15. In exchange, JP-DC receives limited territorial exclusivity to use the “Jan-Pro” brand in the District’s metropolitan area and recruits Unit Franchisees to provide janitorial services. JPI also provides JP-DC with infrastructure necessary to run its standardized “Jan-Pro” business, such as billing/invoicing software and template contracts to use with Unit Franchisees.

16. JP-DC’s business operates similarly to JPI. JP-DC also sells janitorial services to customers, only limited to its exclusive territory.

17. JP-DC also sells downstream janitorial cleaning franchises to janitors through “Unit Franchisee Agreements.” While Unit Franchisees are required to incorporate a company prior to signing a Unit Franchisee Agreement, Unit Franchisees are often run by an owner-operator—an individual—who performs the actual janitorial work that is integral to Defendants’ business.

18. Through the Unit Franchisee Agreement, JP-DC provides Unit Franchisees with opportunities to perform janitorial services for JP-DC’s customers. Unit Franchisees generate revenue by accepting these opportunities and performing janitorial services.

19. In exchange, Unit Franchisees agree to pay JP-DC an initial franchise fee and after that, recurring monthly fees, including for royalties and business management expenses.

20. Defendants, through this multilevel franchising structure, are able to generate recurring fees not only from customers paying for janitorial services, but also from the janitors who provide the labor required to perform those services.

B. Defendants’ Violations of the WPCL and SSLA.

i. JP-DC and Unit Franchisees Have an Employer-Employee Relationship.

21. JP-DC’s franchise agreements with Unit Franchisees purport to memorialize an arm’s-length dealing between two corporate entities. However, these agreements cannot paper over what is, at bottom, a garden-variety employment relationship between a janitorial services employer and its janitorial employees.

22. The employer-employee status is demonstrated by the economic realities of the relationship between JP-DC and Unit Franchisees.

23. From the start, JP-DC exercises authority to hire Unit Franchisees by setting numerous conditions before a Unit Franchisee is able to begin providing janitorial services. For example, JP-DC requires Unit Franchisees to complete multiple training courses and pass a written examination before they are able to start performing janitorial work.

24. JP-DC also sets Unit Franchisees' rate of pay. JP-DC unilaterally controls Unit Franchisees' access to customers and presents revenue and service terms on a take it or leave it basis, where Unit Franchisees do not possess any bargaining power to negotiate a different rate.

25. In addition, JP-DC exercises contractual authority to terminate Unit Franchisees for numerous reasons, including failing to complete required training, failing to obtain insurance coverage, or failing to timely pay required fees.

26. JP-DC exercises extensive supervision and control over Unit Franchisees' actual work conditions. Before a Unit Franchisee is able to service a JP-DC customer, JP-DC hosts a "walkthrough." On the walkthrough, JP-DC meets with the Unit Franchisee and a customer representative and provides supervision and instruction on how the worksite is to be cleaned and the precise hours when cleaning is permitted.

27. Once on the job, JP-DC requires Unit Franchisees to wear uniforms bearing the Jan-Pro logo.

28. JP-DC supervises Unit Franchisees by inspecting their work in various ways. For example, JP-DC representatives conduct periodic on-site inspections to evaluate Unit Franchisees' performance.

29. JP-DC representatives conduct periodic telephone calls to customer representatives to evaluate their satisfaction with Unit Franchisee performance. JP-DC records these inspections in a spreadsheet for each Unit Franchisee, which also includes numerical customer ratings of Unit Franchisees.

30. JP-DC supervises Unit Franchisees through quarterly performance reviews. Each quarter, JP-DC meets with Unit Franchisees to review their performance, discussing factors such as customer complaints and customer service ratings of the Unit Franchisee. JP-DC maintains

records of these quarterly performance reviews on a standardized form used with all Unit Franchisees.

31. In addition, JP-DC exercises significant authority to control how Unit Franchisees perform their janitorial work through monetary penalties. JP-DC unilaterally assesses monetary fines (which the company calls “Service Call Charges”) on Unit Franchisees to punish policy violations or subpar work. For example, one Unit Franchisee was assessed a fine of \$75 for failing to wear a Jan-Pro uniform and failing to provide before-and-after timestamped photos of the cleaned area.

32. Finally, Unit Franchisees perform the janitorial work that is integral to JP-DC’s business of selling janitorial services. Indeed, without Unit Franchisees, JP-DC could not operate its janitorial services business at all.

ii. JPI Is a Joint Employer of Unit Franchisees.

33. JPI jointly employed JP-DC’s Unit Franchisees by both exercising control and reserving the right to control their conditions of work.

34. JPI exercises control over various aspects of the hiring process by imposing numerous conditions for JP-DC to hire Unit Franchisees, such as requirements relating to Unit Franchisees’ character and financial resources.

35. JPI also exercises control over Unit Franchisees by playing a substantial role in preparing Unit Franchisee Agreements. While Unit Franchisee Agreements are technically entered into between JP-DC and Unit Franchisees, the agreements are drafted and prepared by JPI. JPI provides JP-DC with form Unit Franchisee Agreements and retains absolute control to reject any modifications proposed by JP-DC.

36. JPI thus authors the fundamental contract that governs Unit Franchisees’ working conditions. Unit Franchisee Agreements impose specific requirements regarding a host of work-

related issues, such as training and janitorial standards of work.

37. JPI's role regarding the Unit Franchisee Agreements also demonstrates that JPI's control over Unit Franchisees extends to their wages, as Unit Franchisee Agreements establish the extensive fee structure that applies to Unit Franchisees, including the Service Call Charges that are used to penalize Unit Franchisees for performing unsatisfactory work.

38. JPI exercises further control over Unit Franchisees' working conditions by preparing and maintaining a standardized set of manuals (the "Manuals"). JPI requires JP-DC to comply with the Manuals, which set additional conditions and standards that apply to Unit Franchisees.

39. For example, the Manuals impose training requirements for Unit Franchisees, requiring them to complete an initial training program and additional training coursework. The Manuals also impose specific work quality standards on Unit Franchisees and impose conditions on how Unit Franchisees can use the Jan-Pro brand.

40. JPI maintains supervisory control over how Unit Franchisees perform janitorial services by retaining a contractual right of inspection. Pursuant to JPI's contract with JP-DC, JPI has the right to perform physical inspections of how Unit Franchisee perform janitorial services.

41. JPI has the right to records related to the employment of Unit Franchisees, including a contractual right to request copies of Unit Franchisee Agreements between JP-DC and Unit Franchisees.

42. Finally, Unit Franchisees perform the janitorial work that is integral to JPI's business. Notwithstanding the franchising technicalities that keep them apart on paper, JPI could not operate its janitorial services business without Unit Franchisees.

iii. Defendants Violate the WPCL and SSLA by Making Unlawful Deductions, Failing to Keep Records, and Failing to Provide Paid Sick Leave.

43. Defendants employ Unit Franchisees as employees and make repeated unlawful deductions from their wages in violation of the WPCL. Defendants' unlawful deductions of Unit Franchisees' wages take various forms.

44. From the start, JP-DC requires all Unit Franchisees to pay an initial franchise fee to enter a Unit Franchisee Agreement, which typically costs Unit Franchisees thousands of dollars. This initial franchise fee is an unlawful deduction in violation of the WPCL, as it effectively requires Unit Franchisees to pay for the privilege to work.

45. JP-DC makes additional recurring and unlawful deductions from Unit Franchisees' wages through the use of numerous recurring monthly fees. These fees are automatically deducted from Unit Franchisees' wages (which JP-DC characterizes to as "revenue"), which are paid out by JP-DC on a monthly basis.

46. JP-DC deducts many of these fees as a flat percentage of a Unit Franchisees' monthly wages, such as a "Management Fee" (5%), "Business Protection Plan Fee" (4.5%), and "Assurance Fee" (2%). These deductions, which cover routine business expenses related to administrative costs and liability insurance, all overwhelmingly benefit Defendants' janitorial business.

47. JP-DC deducts other fees in response to certain conditions. One example of such a fee is a "Service Call Charge," which JP-DC assesses when a customer complains about the Unit Franchisee. Service Call Charges function like a monetary penalty for purported poor performance and are likewise deducted from Unit Franchisees' monthly wages.

48. JP-DC charges Unit Franchisees for cleaning supplies, tools and equipment, which are automatically deducted from a Unit Franchisees' monthly wages. These fees are also routine business expenses that overwhelmingly benefited Defendants' janitorial business.

49. JP-DC violates the WPCL's recordkeeping requirements by failing to provide Unit Franchisees with itemized pay statements showing their hours worked during each pay period.

50. JP-DC violates the SSLA by failing to provide Unit Franchisees with any paid sick leave whatsoever.

51. As a joint employer of Unit Franchisees, JPI is jointly and directly liable for JP-DC's violations of the WPCL and SSLA.

**COUNT I: UNLAWFUL WAGE DEDUCTIONS IN
VIOLATION OF THE WAGE PAYMENT AND COLLECTION LAW
(against all Defendants)**

52. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

53. JP-DC is an "employer" that employs Unit Franchisees as "employees" as defined by the WPCL. D.C. Code §§ 32-1301(1B), (2).

54. JPI is also an "employer" as defined by the WPCL (i.e., a joint employer) of Unit Franchisees employed by JP-DC. D.C. Code §§ 32-1301(1B), (2). As a joint employer, JPI is liable for JP-DC's violations of the WPCL.

55. JP-DC has violated and continues to violate the WPCL by making unlawful wage deductions in violation of the WPCL's requirement that employers pay employees "all wages earned" on regular paydays. D.C. Code § 32-1302. These unlawful deductions include various fees improperly charged to Unit Franchisees, including initial franchise fees, Management Fees, Business Protection Plan Fees, Assurance Fees, Service Call Charges, and other fees relating to cleaning supplies, tools, and equipment.

56. The Attorney General is authorized to bring a civil action in the Superior Court for violations of the WPCL and may recover restitution, injunctive relief, statutory penalties, attorneys' fees, and other authorized relief. D.C. Code § 32-1306(a)(2)(A).

**COUNT II: FAILURE TO PROVIDE ITEMIZED PAY STATEMENTS IN
VIOLATION OF THE WAGE PAYMENT AND COLLECTION LAW
(against all Defendants)**

57. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

58. The WPCL requires that employers furnish to employees at the time of payment of wages an itemized statement that shows their hours worked during the pay period. D.C. Code § 32-1306(e)(5).

59. JP-DC is an "employer" that employed Unit Franchisees as "employees" as defined by the WPCL. D.C. Code §§ 32-1301(1B), (2).

60. JPI is also an "employer" as defined by the WPCL (i.e., a joint employer) of Unit Franchisees employed by JP-DC. D.C. Code §§ 32-1301(1B), (2). As a joint employer, JPI is liable for JP-DC's violations of the WPCL.

61. JP-DC has violated and continue to violate the WPCL by failing to provide Unit Franchisees with itemized pay statements that show their hours worked during each pay period.

62. The Attorney General is authorized to bring a civil action in the Superior Court for violations of the WPCL and may recover restitution, injunctive relief, statutory penalties, attorneys' fees, and other authorized relief. D.C. Code § 32-1306(a)(2)(A).

**COUNT III: FAILURE TO PROVIDE PAID SICK LEAVE IN
VIOLATION OF THE SICK AND SAFE LEAVE ACT
(against all Defendants)**

63. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

64. The SSLA requires employers to provide employees with paid sick leave, which is accrued based upon hours worked at a rate that depends on the employer's total number of employees. D.C. Code § 32-531.02.

65. JP-DC is an "employer" that employed Unit Franchisees as "employees" as defined by the SSLA. D.C. Code § 32-531.01(2)-(3).

66. JPI is also an "employer" as defined by the SSLA (i.e., a joint employer) of Unit Franchisees employed by JP-DC. D.C. Code § 32-531.01(2)-(3). As a joint employer, JPI is liable for JP-DC's violations of the SSLA.

67. JP-DC has violated and continues to violate the SSLA by failing to provide Unit Franchisees with accrued paid sick leave.

68. The Attorney General is authorized to bring a civil action in the Superior Court for violations of the SSLA and may recover restitution, injunctive relief, statutory penalties, attorneys' fees, and other authorized relief. D.C. Code § 32-1306(a)(2)(A).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff District of Columbia respectfully requests:

- a. A declaratory judgment that Defendant JP-DC's worker misclassification scheme as alleged herein is unlawful and that Defendant JP-DC's Unit Franchisees are its employees as defined by the WPCL and SSLA;
- b. A declaratory judgment that Defendant JPI is a joint employer of Defendant JP-DC's Unit Franchisees under the WPCL and SSLA;
- c. An injunction enjoining Defendants JPI and JP-DC from continuing the worker misclassification scheme described herein;
- d. An award of damages and liquidated damages against Defendants JPI and JP-DC for making unlawful wage deductions in violation of the WPCL, in an amount to be proven at trial;
- e. An award of damages, punitive damages, and reinstatement of accrued paid sick leave against Defendants JPI and JP-DC for failing to provide paid sick leave in violation of the SSLA, in an amount to be proven at trial;

- f. Statutory penalties against Defendants JPI and JP-DC for each violation of the WPCL and SSLA;
- g. An award of costs and reasonable attorneys' fees; and
- h. Such other further relief as this Court deems just and proper.

JURY DEMAND

The District demands a trial by jury on all issues triable as of right by a jury in this action.

Respectfully submitted,

Dated: July 13, 2022

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

/s/ James Graham Lake
JAMES GRAHAM LAKE [1028853]
Chief, Workers' Rights and Antifraud Section

/s/ Randolph T. Chen
RANDOLPH T. CHEN [1032644]
ELIZABETH S. FELDSTEIN [1779483]
JASON JONES*
Assistant Attorneys General
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Office of the Attorney General
400 6th Street N.W.
Washington, D.C. 20001
Phone: (202) 727-3400
Email: randolph.chen@dc.gov

Attorneys for the District of Columbia

* Admitted to practice only in Ohio. Practicing in the District of Columbia under the direct supervision of James Graham Lake, a member of the D.C. Bar, pursuant to D.C.Court of Appeals Rule 49(c)(4).

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

District of Columbia _____

Case Number: _____

vs

Date: July 13, 2022

Jan-Pro Franchising International, Inc., et al.

One of the defendants is being sued
in their official capacity.

Name: <i>(Please Print)</i> Randolph T. Chen	Relationship to Lawsuit
Firm Name: D.C. Office of the Attorney General	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: Six digit Unified Bar No.: (202) 727-3400 1032644	<input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ Restitution and Civil Penalties Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

- | | | |
|---|--|--|
| <input type="checkbox"/> 01 Breach of Contract
<input type="checkbox"/> 02 Breach of Warranty
<input type="checkbox"/> 06 Negotiable Instrument
<input type="checkbox"/> 07 Personal Property
<input type="checkbox"/> 13 Employment Discrimination
<input type="checkbox"/> 15 Special Education Fees | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent
<input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent
<input type="checkbox"/> 27 Insurance/Subrogation
Over \$25,000 Pltf. Grants Consent
<input type="checkbox"/> 07 Insurance/Subrogation
Under \$25,000 Pltf. Grants Consent
<input type="checkbox"/> 28 Motion to Confirm Arbitration
Award (Collection Cases Only) | <input type="checkbox"/> 16 Under \$25,000 Consent Denied
<input type="checkbox"/> 18 OVER \$25,000 Consent Denied
<input type="checkbox"/> 26 Insurance/Subrogation
Over \$25,000 Consent Denied
<input type="checkbox"/> 34 Insurance/Subrogation
Under \$25,000 Consent Denied |
|---|--|--|

B. PROPERTY TORTS

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> 01 Automobile
<input type="checkbox"/> 02 Conversion
<input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | <input type="checkbox"/> 03 Destruction of Private Property
<input type="checkbox"/> 04 Property Damage | <input type="checkbox"/> 05 Trespass |
|---|--|--------------------------------------|

C. PERSONAL TORTS

- | | | |
|--|--|--|
| <input type="checkbox"/> 01 Abuse of Process
<input type="checkbox"/> 02 Alienation of Affection
<input type="checkbox"/> 03 Assault and Battery
<input type="checkbox"/> 04 Automobile- Personal Injury
<input type="checkbox"/> 05 Deceit (Misrepresentation)
<input type="checkbox"/> 06 False Accusation
<input type="checkbox"/> 07 False Arrest
<input type="checkbox"/> 08 Fraud | <input type="checkbox"/> 10 Invasion of Privacy
<input type="checkbox"/> 11 Libel and Slander
<input type="checkbox"/> 12 Malicious Interference
<input type="checkbox"/> 13 Malicious Prosecution
<input type="checkbox"/> 14 Malpractice Legal
<input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death)
<input type="checkbox"/> 16 Negligence- (Not Automobile,
Not Malpractice) | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,
Not Malpractice)
<input type="checkbox"/> 18 Wrongful Death (Not Malpractice)
<input type="checkbox"/> 19 Wrongful Eviction
<input type="checkbox"/> 20 Friendly Suit
<input type="checkbox"/> 21 Asbestos
<input type="checkbox"/> 22 Toxic/Mass Torts
<input type="checkbox"/> 23 Tobacco
<input type="checkbox"/> 24 Lead Paint |
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SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input checked="" type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

/s/ Randolph T. Chen

Attorney's Signature

July 13, 2022

Date



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

District of Columbia

 Plaintiff

vs.

Case Number _____

Jan-Pro Franchising International, Inc.

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Randolph T. Chen

Clerk of the Court

Name of Plaintiff's Attorney

D.C. Office of the Attorney General

Address

400 6th Street NW, Washington, D.C. 20001

(202) 727-3400

Telephone

如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

By _____

Deputy Clerk

Date _____

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Ve al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

District of Columbia

Demandante

contra

Número de Caso: _____

Jan-Pro Franchising International, Inc.

Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Randolph T. Chen
 Nombre del abogado del Demandante
 D.C. Office of the Attorney General
 Dirección
 400 6th Street NW, Washington, D.C. 20001
 (202) 727-3400
 Teléfono

SECRETARIO DEL TRIBUNAL

Por: _____
 Subsecretario

Fecha _____

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
 번역을 원하시면 (202) 879-4828 로 전화하십시오 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés
 See reverse side for English original



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

District of Columbia

 Plaintiff

vs.

Case Number _____

Nabcorp Enterprises, Inc.

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Randolph T. Chen

Clerk of the Court

Name of Plaintiff's Attorney

D.C. Office of the Attorney General

Address

400 6th Street NW, Washington, D.C. 20001

(202) 727-3400

Telephone

如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요

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By _____

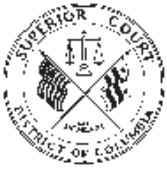
Deputy Clerk

Date _____

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Ve al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

District of Columbia

Demandante

contra

Número de Caso: _____

Nabicorp Enterprises, Inc.

Demandado

CITATORIO

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Randolph T. Chen
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