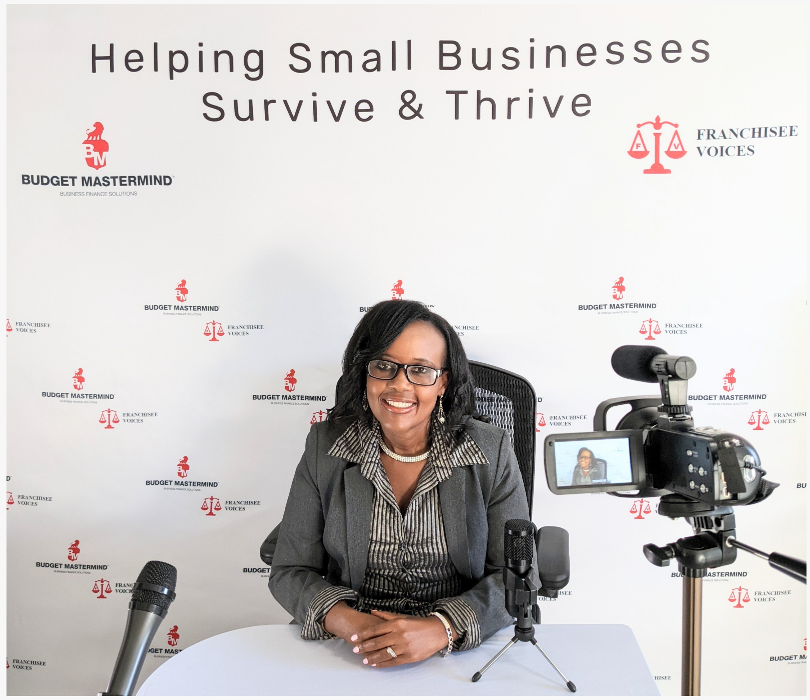
Franchisee Voices Founder Wins More Than $400K Lawsuit Against Jani-King of Phoenix (Case No. 01-20-0010-0367)

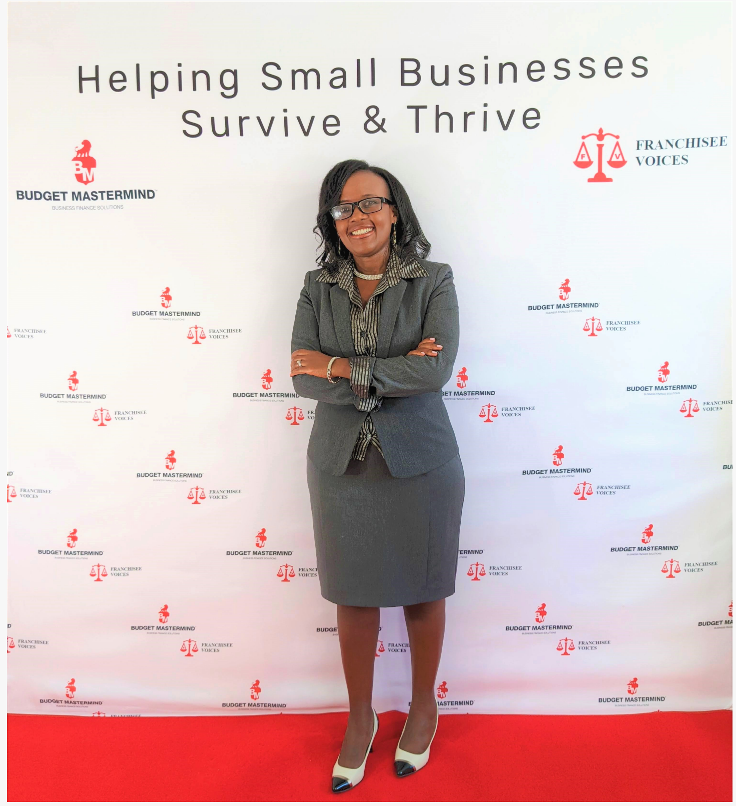
Jani-King of Phoenix Wrongdoing Was Exposed in a 4 Day Arbitration Hearing



Drocelle Bénézet Mukamwiza Founder of Franchisee Voices & CEO of Budget Mastermind

PHOENIX, ARIZONA , UNITED STATES, January 11, 2022 /EINPresswire.com/ -- "Poverty continues to rise in the Western World yet the ideas about who experiences poverty and why are flawed; because we ignore the structural forces and systems that contribute to poverty. For many years commercial cleaning franchisors have been exploiting hard working families. It's time that we start speaking out and bring to light franchisors who prey upon low-income families, underserved communities, and veterans. These individuals work very hard to make a better life for themselves and invest everything they have in what they thought was a good investment. Instead, they feel that they were deceived with false promises of high returns, but in the end, they realize that they had bought themselves a job, working for less than minimum wage" says Drocelle Bénézet Mukamwiza Founder of Franchisee Voices & CEO of Budget Mastermind

After a nearly 2-year lawsuit against Jani-King of Phoenix Franchise, on November 19th, 2021, an Arizona Arbitrator ruled that Jani-King of Phoenix was found acting in bad faith towards Franchisee. The arbitrator ordered Related Services, Inc. d/b/a/ Jani-King of Phoenix, an Arizona corporation is liable to Drocelle Prestige, LLC, an Arizona limited liability company, to pay the sum of $426,197.00 for damages and Drocelle, an individual to be made whole.



Drocelle is a chartered accountant specialized in International Financial Reporting Standards, she is also a Financial Franchise Analyst, and a Certified Human Rights Consultant who is dedicated to shedding light on economic injustice and an advocate against poverty.

Jani-king of Phoenix is a master franchise of Jani-King International commercial cleaning franchise. The franchisor negotiated all contracts with customers, collected all invoices, deducted royalties, management fees, insurance premiums, and monthly installments of Finder's Fees to franchisees.

Arbitrator Findings:

After 4 days of arbitration with overwhelming evidence which was produced by Drocelle in relation to Jani-King of Phoenix wrongdoing, the Arbitrator made these findings:

1. Drocelle was induced by representatives of Jani-King to enter into the Agreement and spent considerable sums to do so.
2. Drocelle gave up significant income in England and had significant start-up expenses in connection with the Agreement.
3. Jani-King often used the Agreement to its benefit when expedient and ignored it when it was not expedient.
4. Drocelle's testimony was more credible than the two Jani-King officers' testimony. The two officers were Julie Robinson Jani-King of Phoenix CEO and Ed
Antos Jani-King of Phoenix President.
5. Drocelle did not get the benefit of the bargain under the Agreement and was damaged by Jani-King's breach of contract.
6. Jani-King materially breached the Agreement and the implied covenant of good faith and fair dealing.
7. Jani-King failed to give appropriate business to the Franchisee.
8. Jani-king misled Franchisee into believing that they could supervise workers in multiple

locations, rather than having to do significant personal hands-on
cleaning.
9. Jani-King did not give Franchisee notice and a chance to respond to purported adverse issues raised by Jani-King customers.
10. Jani-King terminated accounts and took them away from Franchisee for improper reasons.
11. Jani-King failed to provide reasonably equivalent business for improperly terminated accounts and proffering accounts to Franchisee that were underbid
or otherwise unprofitable and difficult to serve, e.g. distance to account, cleaning schedule.
12. Drocelle incurred significant damages as a result of Jani-King's breaches, which damages were documented, and largely uncontroverted.
13. Agreement was a contract of adhesion against Franchisee. Arizona courts do not enforce limitations on liability and damage provisions in cases where a
party has not acted in good faith. Airfreight Exp. Ltd v. Evergreen Air Ctr., Inc., 215 Ariz. 103, 110, ~~ 20-21, 158 P.3d 232, 239 (App. 2007) (and numerous cases
cited therein).

Drocelle was the first in Arizona to take Jani-King of Phoenix all the way to the final arbitration hearing; however, the ruling is one of many in a series of lawsuits filed against Jani-king Franchise. Jani-King is facing a lawsuit filed by the U.S. Department of Labor on behalf of franchisees in Oklahoma. In 2019 Jani-King paid $3.7 million to settle misclassification claims by workers in Pennsylvania. There have also been settlements in the past to prevent lawsuits against Jani-King of Phoenix.

So far it has cost Drocelle more than $137,635 to sue Jan-King, most Franchisees can't afford this amount as they are barely making enough to survive. Jani-King of Phoenix structures their contracts for Franchisees to only go through expensive arbitration for Jani-King to avoid public record. Yet when Jani-king doesn't get the ruling in their favor, they file endless appeals hoping franchisees will eventually run out of money and give up on the lawsuit.

Drocelle has invested in many different businesses in the past. In 2018 Drocelle developed a project called MMED (Microfinance & Micro-franchising Economic Development), the project focused on creating Sustainable Finance through Corporate Social Responsibility. The aim is to show how public and private subsidies influence social enterprise and create sustainability. Drocelle went to Arizona to help employ people and help economic growth by creating jobs and assisting low-income families through her MMED Project. This project can be key for helping low-income families start a small business and achieve economic stability, just by providing a little support and guidance.

Microfinance is not just for the developing world; it is also very much needed in the western world especially as poverty continues to rise. Case studies have shown that Microfinance is a proven poverty reduction tool, providing the necessary capital for entrepreneurs to start their own businesses and lift themselves out of Financial Challenges. But not all entrepreneurs have the necessary training and skills development to start and manage a successful business. That's where Micro-franchising adds value. Micro-franchising can rely on the franchisor, who reduces the risk of failure by providing high quality training both at the beginning and throughout the course of the relationship.

Jani-king franchise developer Riley Robinson and President Ed Antos pursued Drocelle to buy into Jani-King of Phoenix stating that it would work perfectly with Drocelle's projects. It didn't take long for Drocelle to discover that this statement was misleading. Drocelle saw Jani-King as an opportunity to expand and help more people, however Jani-King representatives saw Drocelle as another immigrant that they can take advantage of and wipe out all her savings.

Drocelle gained her first contract from Jani-King in May of 2019, within 3 months Jani-King of Phoenix started transferring contracts away. In September 2019 Drocelle received a call from a Jani-King operations manager in the night, who told Drocelle that her staff was not to show up the following morning.
Drocelle was extremely shocked that franchisees weren't given any notice or a reason as to why the contract was being transferred.

It was later Drocelle found out that Jani-King and its client were spreading false rumors in order to damage Drocelle's reputation and career. These actions opened Drocelle's eyes to an injustice in the Franchising industry that she never knew existed. It was after this that Drocelle founded Franchisee Voices to help others and to be the voice of the voiceless.

Numerous franchise owners stated that Jani-King of Phoenix will try to create a reason for the client to go against the franchisee by fostering unhappiness with the client, so they can justify taking the contract from them. Jani King then re-sells that contract to another Franchisee to make more money.

The relationship continued to be unstable despite Drocelle's numerous attempts to make it work. In November of 2020, Drocelle rescinded the agreement claiming breach of contract, breach of the implied covenant of good faith and fair dealing, common law fraud and violation of the Arizona Consumer Fraud Act.

The Arbitration hearing took place from September 27-30, 2021. During the hearing Jani-King's expert witness testified that a franchisee could increase gross profit percentage by earning Finders' Fees however the evidence clearly proved that those fees only benefit Jani-King itself.

Jani-King's President Ed Antos' testimony was inconsistent and didn't match what his handwritten note stated, that was produced by Jani-King through discovery. The documents that were produced also contradicted the Jani-King of Phoenix CEO Julie Robinson's testimony. Some of the documents showed one of Drocelle's clients was paying more money to Jan-king than the contract that Jani-King showed to the franchisee.

Throughout the hearing, current and former franchisees testified against Jani-King however Jani-

King did not have any witnesses to testify on their behalf. Jani-King's attorney kept stating that franchisees and clients would come to testify but yet none showed up.

Past and present Jani-King franchisees also testify that Jani-King takes outrageously high finders fees from the Franchise owners monthly. The franchise owner is then left with a major loss and in most cases franchise owners had to pay staff from their own pocket.

Drocelle has stated “I still have faith in the franchising industry as I believe that the MMED project model can help drive revenue, growth, and business development. In order for franchisees to be successful a franchisor must establish fair franchise practices, have quality operations, and monitor that system standards are maintained throughout the life cycle. “

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