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United States District Court
For the Northern District of California

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GLORIA ROMAN, GERARDO VAZQUEZ,
JUAN AGUILAR,

Plaintiffs,

v.

JAN-PRO FRANCHISING
INTERNATIONAL, INC,

Defendant.

No. C 16-05961 WHA

**NOTICE RE ORAL
ARGUMENT**

Plaintiffs’ agreements with their respective regional master franchisees do not set aside any rights on behalf of Jan-Pro Franchising International, Inc., incorporate-by-reference the regional master franchisees’ agreements with Jan-Pro, or otherwise indicate that Jan-Pro is a third-party beneficiary of those agreements. Plaintiffs’ assertions that Jan-Pro maintains a right of control over them all cite to the regional master franchisee’s agreements with Jan-Pro (to which our plaintiffs are not parties) with Jan-Pro or excerpt portions of their agreements with the regional master franchisees in which “Jan-Pro” is defined as the *regional master franchisee*, not as our defendant. Neither side directly addresses this discrepancy or how it bears on our case in their briefs. Both sides shall please be prepared to address it at oral argument.

Dated: May 3, 2017.


WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE