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14

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
17

18 ALEXANDER FOROUZESH,
individually and on behalf of all others
19 similarly situated.,

20 Plaintiff,

21 v.

22 STARBUCKS CORPORATION; and
DOES 1 through 10, inclusive,

23 Defendants.
24
25
26
27
28

Case No. 2:16-cv-3830

CLASS ACTION

**DEFENDANT STARBUCKS
CORPORATION'S NOTICE OF
REMOVAL OF ACTION**

[Complaint Filed: May 25, 2016]

1 TO THE ABOVE-CAPTIONED COURT AND TO ALEXANDER
2 FOROUZESH AND HIS COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE that defendant Starbucks Corporation
4 (“Starbucks”) hereby provides notice of the removal to the United States District
5 Court for the Central District of California of the following lawsuit filed on May 25,
6 2016 in the Superior Court for the County of Los Angeles: *Alexander Forouzes v.*
7 *Starbucks Corporation*, Case No. BC621572. The following is a short, plain
8 statement of the grounds for removal provided pursuant to 28 U.S.C. § 1446(a).

9 **I.**

10 **DESCRIPTION OF THE ACTION**

11 On May 25, 2016, Alexander Forouzes (“Plaintiff”) filed a Complaint, on
12 behalf of a putative class, against Starbucks in the Superior Court for the County of
13 Los Angeles (the “State Court Action”). A copy of the Complaint is attached as
14 **Exhibit A**. The Complaint alleges that Starbucks: (1) engages in deceptive
15 marketing practices by misrepresenting the quantity of made-to-order beverages
16 sold in its cafés; (2) delivers beverages in cups that are too small to contain the
17 amount of beverage identified on its menu boards; and (3) follows standardized
18 recipes that result in uniform under-filling of beverages.

19 Specifically, Plaintiff alleges that “[t]his is a class action lawsuit against
20 Starbucks for misrepresenting its Cold Drinks as having more fluid ounces of the
21 ordered Cold Drink than it actually delivers—and charges— the customer for.”
22 [Complaint ¶ 10.] He alleges that the Cold Drinks “are created according to a
23 standard designed practice.” [*Id.*, ¶ 31.] Plaintiff alleges that “Cold Drinks are
24 under-filled to make more money and higher profits, to the detriment of consumers
25 who are misled by Starbucks’ intentionally misleading advertising practices.” [*Id.*, ¶
26 50.]

27 Based on these and similar factual allegations, Plaintiff asserts causes of
28 action for: (1) Breach of Express Warranty; (2) Breach of the Implied Warranty of

1 Merchantability; (3) Negligent Representation; (4) Unjust Enrichment; (5) Fraud;
 2 (6) Violation of California’s Consumers Legal Remedies Act; (7) Violation of
 3 California’s Unfair Competition Law; and (8) Violation of California’s False
 4 Advertising Law. [*Id.*, ¶¶ 65-144.]

5 Plaintiff seeks relief on behalf of a class, specifically, “all similarly situated
 6 consumers in the United States who purchased Cold Drinks during the Class Period.
 7 for personal use (the ‘Class.’).” [*Id.*, ¶ 14.] Plaintiff seeks “restitution and
 8 disgorgement of Defendant’s revenues” for the sale of Cold Drinks over a 10-year
 9 class period. [*Id.* ¶¶ 56, *Prayer for Relief*(g).] On behalf of the class, he also seeks
 10 an award of pre-judgment interest, post-judgment interest, attorneys’ fees and
 11 punitive damages. [*Id.*, *Prayer for Relief*(e-f), (i), (k).] Plaintiff also seeks
 12 declaratory and injunctive relief on behalf of the putative class. [*Id.*, *Prayer for*
 13 *Relief*, (h), (j).]

14 The Complaint alleges that Starbucks 2015 revenue was \$19.2 billion and that
 15 beverage sales accounted for 73% of revenue in company-operated stores in 2015.
 16 [*Id.*, ¶¶ 2, 24.] Further, that Cold Drinks account for a “substantial amount of this
 17 revenue” and that “shaken iced tea Cold Drinks were the most profitable menu
 18 addition” of 2014. [*Id.*, ¶ 25.] The purported class (whether nationwide or
 19 California only)¹ seeks disgorgement of revenues for beverages that Plaintiff alleges
 20 would not have been purchased had Plaintiffs “known the truth about the amount of
 21 fluid ounces of the ordered drink actually present in the Cold Drink.” [*Id.*, ¶ 69.]

22 Starbucks was served with the Summons and Complaint on May 26, 2016.
 23 There are no other named defendants whose consent would be required for removal.
 24 *See* 28 U.S.C. § 1453(b). This Court has jurisdiction over this proceeding pursuant
 25 to 28 U.S.C. § 1332(d) (the Class Action Fairness Act).

26 ¹ In paragraph 14 of the Complaint, Plaintiff purports to represent a nationwide class
 27 (all “consumers in the United States”) while paragraph 56 refers to a California
 28 class. *Compare* Complaint, ¶ 14 *with* ¶ 56.

1 II.

2 **BASIS FOR REMOVAL (CAFA JURISDICTION)**

3 **A. Diversity of Citizenship Exists.**

4 The Class Action Fairness Act provides that “[t]he district courts shall have
5 original jurisdiction of any civil action in which the matter in controversy exceeds
6 the sum or value of \$5,000,000, exclusive of interest and costs, and is *a class action*
7 *in which (A) any member of a class of plaintiffs is a citizen of a State different*
8 *from any defendant . . .*” 28 U.S.C. § 1332(d)(2)(A) (emphasis added). Only
9 minimal diversity is required. It is thus sufficient if the plaintiff and only one
10 defendant are citizens of different states. *Id.* In this case, Plaintiff and Starbucks are
11 diverse.

12 Plaintiff alleges that he is a citizen of California and that Starbucks is a
13 Washington corporation with its principal place of business and headquarters in
14 Seattle, Washington. [Complaint, ¶¶ 15, 17.] Starbucks is thus deemed a citizen of
15 Washington. *See* 28 U.S.C. §§ 1332(c)(1) (“[A] corporation shall be deemed to be a
16 citizen of any State by which it has been incorporated and of the State where it has
17 its principal place of business.”) and 1332(d)(2)(A).

18 Plaintiff further seeks to represent himself and all “consumers in the United
19 States who purchased Starbucks Cold Drinks during the Class Period” or “[a]ll
20 persons in the state of California who purchased one or more of Defendant’s Cold
21 Drinks at any time between April 27, 2006 and the present (the ‘Class’).” [*Id.*, ¶¶
22 14, 56.] Because Plaintiff is a citizen of California and Starbucks is a citizen of
23 Washington, the requirement of minimal diversity is met, as at least one plaintiff
24 and one defendant are citizens of different states.

25 **B. The Amount in Controversy Exceeds \$5,000,000.**

26 The assessment of whether the amount-in-controversy requirement is satisfied
27 “is not confined to the face of the complaint.” *Valdez v. Allstate Ins. Co.*, 372 F.3d
28 1115, 1117 (9th Cir. 2004). The appropriate measure of the jurisdictional amount in

1 controversy is “the litigation value of the case assuming that the allegations of the
 2 complaint are true and assuming a jury returns a verdict for the plaintiff on all
 3 claims made in the complaint.” *Jackson v. American Bankers Ins. Co. of Florida*,
 4 976 F. Supp. 1450, 1454 (S.D. Ala. 1997) (citing *Burns v. Windsor Ins. Co.*, 31 F.3d
 5 1092, 1096 (11th Cir. 1994)). It is not determined by “the low end of an open-ended
 6 claim,” but by “a reasonable reading of the value of the rights being litigated.”
 7 *Angus v. Shiley, Inc.*, 989 F.2d 142, 146 (3d Cir. 1993); *see also Hunt v. Washington*
 8 *State Apple Advertising Comm’n*, 432 U.S. 333, 347 (1977) (superseded in part on
 9 other grounds). Further, to establish the amount in controversy, defendants need not
 10 concede liability (*i.e.*, that the beverages were under-filled), but must show only that
 11 the amount potentially at issue (*i.e.*, the amount of damages that Plaintiff could
 12 recover is greater than \$5 million. *See Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d
 13 395, 400 (9th Cir. 2010).

14 The amount-in-controversy requirement is met here because the aggregate
 15 amount sought by the putative class exceeds the \$5 million threshold for diversity
 16 jurisdiction under 28 U.S.C. § 1332(d). Plaintiff seeks “disgorgement of revenue”
 17 for the sale of Cold Drinks over a 10-year class period along with punitive damages,
 18 interest and attorneys’ fees. [Complaint, *Prayer for Relief*(e)-(k).] For just one of
 19 those ten years, Plaintiff alleges that the sale of beverages resulted in revenue of
 20 more than \$14 billion and that Cold Drinks make up a “substantial amount of this
 21 revenue.” [Complaint, ¶¶ 2, 24, 25.] Simply put, even in the putative class was
 22 limited to California or to a single year, Plaintiff seeks billions of dollars in
 23 restitution and disgorgement along with punitive damages, interest and attorneys’
 24 fees. There can be no dispute that these amounts exceed \$5 million.

25 In any event, as the Supreme Court recognized in *Dart Cherokee Basin*
 26 *Operating Co., LLC v. Owens*, ___ U.S. ___, 135 S. Ct. 547, 554 (2014) a notice of
 27 removal under the Class Action Fairness Act does not need to attach evidence
 28 regarding the amount in controversy. Given that the removal statute requires a

1 notice “containing a short and plain statement of the grounds for removal,” the
2 Court held that the notice “need include only a plausible allegation that the amount
3 in controversy exceeds the jurisdictional threshold.” *Id.* Evidence is required only
4 if the Plaintiff files a motion to remand, or the Court requests an evidentiary
5 showing. *Id.* Here, Starbucks has made a plausible allegation that the amount in
6 controversy exceeds the jurisdictional threshold. No further showing is required to
7 support this Notice of Removal. *Id.*; *Rodriguez v. AT&T Mobility Servs. LLC*, 728
8 F.3d 975, 982 (9th Cir. 2013).

9 In sum, both of the predicates for diversity jurisdiction under 28 U.S.C. §
10 1332(d)—diversity of citizenship and more than \$5 million in controversy—exist,
11 and jurisdiction is proper in this Court.

12 III.

13 **THE NOTICE OF REMOVAL IS PROCEDURALLY PROPER**

14 Based on the foregoing, this action is a civil action over which this Court has
15 original jurisdiction pursuant to 28 U.S.C. § 1332(d), and is one that may be
16 removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446. In accordance with
17 the requirements of 28 U.S.C. § 1446(a), a copy of the Complaint and all other
18 papers served on Starbucks in the State Court Action as of the filing of this Notice
19 of Removal are attached hereto as **Exhibits A through F**. This Notice of Removal
20 is filed within the time provided by 28 U.S.C. § 1446(b) because it has been filed
21 within thirty (30) days after Starbucks was served with a copy of the initial pleading
22 in this action. There are no other named defendants whose consent would be
23 required for removal.

1 IV.

2 **CONCLUSION**

3 For all of the reasons set forth above, Starbucks respectfully requests that this
4 Court proceed with this matter as if it had been originally filed herein.

5
6 Dated: June 1, 2016

7 SHEPPARD, MULLIN, RICHTER & HAMPTON
8 LLP

9
10 By /s/ Robert J. Guite
11 ROBERT J. GUITE

12 Attorneys for Defendant Starbucks
13 Corporation
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EXHIBIT A

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 Raymond M. Collins (State Bar No. 199071)
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 Telephone: (310) 774-4500
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Attorneys for Plaintiff,
 ALEXANDER FOROUZESH

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES**

ALEXANDER FOROUZESH,
 individually and on behalf of all others
 similarly situated,

Plaintiff,

vs.

STARBUCKS CORPORATION; and
 DOES 1 through 10, inclusive,

Defendants.

CASE NO.:

**CLASS ACTION COMPLAINT
 FOR:**

1. Breach of Express Warranty;
2. Breach of Implied Warranty of Merchantability;
3. Negligent Representation;
4. Unjust Enrichment;
5. Fraud;
6. Violation of Consumers Legal Remedy Act (Cal. Civ. Code §§ 1750 *et seq.*);
7. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Violation of False Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

DEMAND FOR JURY TRIAL

Plaintiff Alexander Forouzesh ("Plaintiff"), on behalf of himself and all others similarly situated, brings this class action case against Defendant Starbucks Corporation and Does 1 through 10 ("Starbucks" or "Defendant"), and alleges the following:

INTRODUCTION

1. Starbucks is the largest coffee retailer in the world, with more than 23,000 stores in over 60 countries and with over 13,000 stores in the United States. In its retail stores, Starbucks sells, among other things, coffee, tea, specialty drinks, and food. Among these menu items are iced coffee, iced tea, and iced blended specialty drinks crafted by Starbucks employees. These cold or iced drinks (referred to collectively by Starbucks and hereinafter as “Cold Drinks”) are the subject of this lawsuit.¹ Starbucks employees who prepare these Cold Drinks include baristas, shift supervisors, assistant managers, and managers.

2. Starbucks sells millions of Cold Drinks every year, accounting for billions of dollars in revenue. In 2015, Starbucks took in approximately \$19.2 billion in total revenue.

3. Since its founding in 1971, Starbucks has been at the forefront of the specialty coffee market. Originally a retailer of coffee beans and coffee-making equipment, over the years, Starbucks has helped introduce increasingly more expensive drinks to the American public, including the Cold Drinks at issue in this case. Over time, Starbucks customers have experienced rapidly rising prices, while in the process, Starbucks has bought out and taken over numerous smaller competitors.

4. On its menu, Starbucks advertises all of its drinks, including its Cold Drinks, by fluid ounce. As detailed herein, a Starbucks customer who orders and pays for a Cold Drink receives much less than advertised—often nearly half as many fluid ounces.

5. This is a class action lawsuit against Starbucks for misrepresenting its Cold Drinks as having more fluid ounces of the ordered Cold Drink than it actually delivers—and charges—the customer for.

6. Plaintiff alleges that during the Class Period,² Starbucks has engaged in the practice of misrepresenting the amount of Cold Drink a customer will receive. As a result of this

¹ This lawsuit is not about bottled Starbucks drinks, but rather the Cold Drinks prepared by hand by Starbucks employees in its retail stores.

² The term “Class Period” as used herein shall mean between April 27, 2006 and the present.

1 practice, Starbucks' Cold Drinks contain significantly less product than advertised, by design and
2 corporate practice and procedure.

3
4 7. But for Starbucks' misrepresentations, Plaintiff and similarly situated purchasers
5 of Cold Drinks would not have purchased or paid the price they did for the Cold Drinks.

6 8. Plaintiff is among the millions of consumers who purchased one or more of the
7 Cold Drinks during the ten years preceding the filing of this Complaint. Plaintiff and other
8 similarly situated purchasers of the Cold Drinks relied on Starbucks' misrepresentations in Since
9 its founding in 1971, Starbucks has been at the forefront of the specialty coffee market.
10 Originally a retailer of coffee beans and coffee-making equipment, over the years, Starbucks has
11 helped introduce increasingly more expensive drinks to the American public, including the Cold
12 Drinks at issue in this case. Over time, Starbucks customers have experienced rapidly rising
13 prices, while in the process, Starbucks has bought out and taken over numerous smaller
14 competitors.

15 9. On its menu, Starbucks advertises all of its drinks, including its Cold Drinks, by
16 fluid ounce. As detailed herein, a Starbucks customer who orders and pays for a Cold Drink
17 receives much less than advertised—often nearly half as many fluid ounces.

18 10. This is a class action lawsuit against Starbucks for misrepresenting its Cold
19 Drinks as having more fluid ounces of the ordered Cold Drink than it actually delivers—and
20 charges—the customer for.

21 11. Plaintiff alleges that during the Class Period,³ Starbucks has engaged in the
22 practice of misrepresenting the amount of Cold Drink a customer will receive. As a result of this
23 practice, Starbucks' Cold Drinks contain significantly less product than advertised, by design and
24 corporate practice and procedure.

25 12. But for Starbucks' misrepresentations, Plaintiff and similarly situated purchasers
26 of Cold Drinks would not have purchased or paid the price they did for the Cold Drinks.
27
28

³ The term "Class Period" as used herein shall mean between April 27, 2006 and the present.

1 13. Plaintiff is among the millions of consumers who purchased one or more of the
2 Cold Drinks during the ten years preceding the filing of this Complaint. Plaintiff and other
3 similarly situated purchasers of the Cold Drinks relied on Starbucks' misrepresentations in
4 purchasing Cold Drinks, and would not have paid as much if anything, for the Cold Drinks had
5 the true facts regarding the true amount of fluid ounces they were getting been disclosed.
6

7 14. Plaintiff brings this class action on behalf of himself and all similarly situated
8 consumers in the United States who purchased Starbucks' Cold Drinks during the Class Period
9 for personal use (the "Class").⁴ Plaintiff seeks damages, restitution, and injunctive relief for the
10 Class for Starbucks' false and misleading marketing and sale of Cold Drinks. Plaintiff and the
11 Class seek reasonable attorneys' fees as this lawsuit seeks enforcement of an important right
12 affecting the public interest and satisfies the statutory requirements for an award of attorneys'
13 fees.
14

PARTIES

Plaintiff:

15
16 15. Plaintiff Alexander Forouzesh is a citizen of California who resides in Lo
17 Angeles, California. During the Class Period, Plaintiff regularly visited Starbucks locations in
18 California and purchased Starbucks Cold Drinks from Starbucks retail stores.
19

20 16. In purchasing Cold Drinks from Starbucks retail stores, Plaintiff relied on
21 Starbucks' misrepresentations of material fact regarding the true amount of fluid ounces
22 contained in the Cold Drinks. Plaintiff would not have paid as much, if anything for the Cold
23 Drinks had he known that it contained less, and in many cases, nearly half as many, fluid ounces
24 than claimed by Starbucks. As a result, Plaintiff suffered injury in fact and lost money or
25 property.
26

27 ///

28 ///

⁴ The complete definition of the "Class" is set forth in paragraph 56 herein.

Defendants:

17. Starbucks Corporation is a Washington corporation with its principal place of business in Washington. Starbucks is headquartered at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks owns and operates retail stores in the United States and abroad, and is responsible for the manufacture, distribution, and marketing of its Cold Drinks throughout the United States and abroad. Further, Starbucks systematically and continuously does business in California and with California residents.

18. The true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues such Defendants by such fictitious names pursuant to Code of Civil Procedure §474. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences alleged and that Plaintiff's damages alleged were proximately caused by those Defendants. Plaintiff will seek permission of this Court to amend this Complaint to show such true names and capacities when they have been determined. Each reference in this Complaint to "Defendant," "Defendants" or a specifically named Defendant shall include reference to all Defendants, including fictitiously named Defendants, unless the context indicates otherwise.

19. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant was the owner, officer, director, owner, managing agent, employee or employer of each of the co-Defendants and in doing the acts hereinafter mentioned, each Defendant was acting within the scope of his authority as such owner, officer, director, owner, managing agent, employer and/or employee with the permission and consent of his co-Defendants, and that said acts of Defendant were ratified by said Defendant's co-Defendants.

20. Plaintiff is informed and believes, and thereon alleges that some of the defendants named herein as DOES 1 through 10 are owners, officers, shareholders, directors, incorporators, and "alter egos" of the other defendants named herein in that those DOE defendants and/or members of their immediate families own or have owned all or substantially all of the shares or equitable interest, directors, managing partners, and officers of defendants named herein and

1 there existed and does exist a unity of interest and ownership between them such that any
 2 individuality between and among them, who are the alter egos of one and each other, is mere
 3 sham and shell organized and operated as the alter ego for his personal benefit and advantage and
 4 formed to shield defendants from liability and that defendants and their immediate families had
 5 control over the assets of the named defendants and that defendant and their immediate families
 6 have so intermingled their personal and corporate financial affairs that they are all the alter egos
 7 of one another.
 8

9 JURISDICTION AND VENUE

10 21. This Court has subject matter jurisdiction over this action under the
 11 California Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*), the
 12 California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*) and
 13 the California False Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*).
 14

15 22. This Court has personal jurisdiction over the parties because Defendant
 16 continually and systematically has conducted business in the State of California.
 17 Likewise, Plaintiff's rights were violated in the State of California and arose out of
 18 her contact with Defendant from California.

19 23. Venue is proper in this Court because Code of Civil Procedure §§ 395 and 395.5
 20 and case law interpreting those sections provide that if a foreign business entity fails to
 21 designate with the office of the California Secretary of State a principal place of business in
 22 California, it is subject to being sued in any county that a plaintiff desires. On information and
 23 belief, defendant Starbucks is a foreign business entity and has failed to designate a principal place
 24 of business with the office of the Secretary of State as of the date this Complaint was filed.

25 ///

26 ///

27 ///

FACTUAL ALLEGATIONS COMMON TO CLASS

24. During fiscal 2015, Starbucks generated over \$19.2 billion in net revenue, a 16.5% increase from fiscal year 2014⁵ Beverage sales accounted for 73% of Starbucks' net revenue in company-operated stores last year.^{5a}

25. Sales of Cold Drinks account for a substantial amount of this revenue, and have become increasingly popular in recent years. In fiscal 2014, shaken iced tea Cold Drinks were the most profitable menu addition of the year.⁶

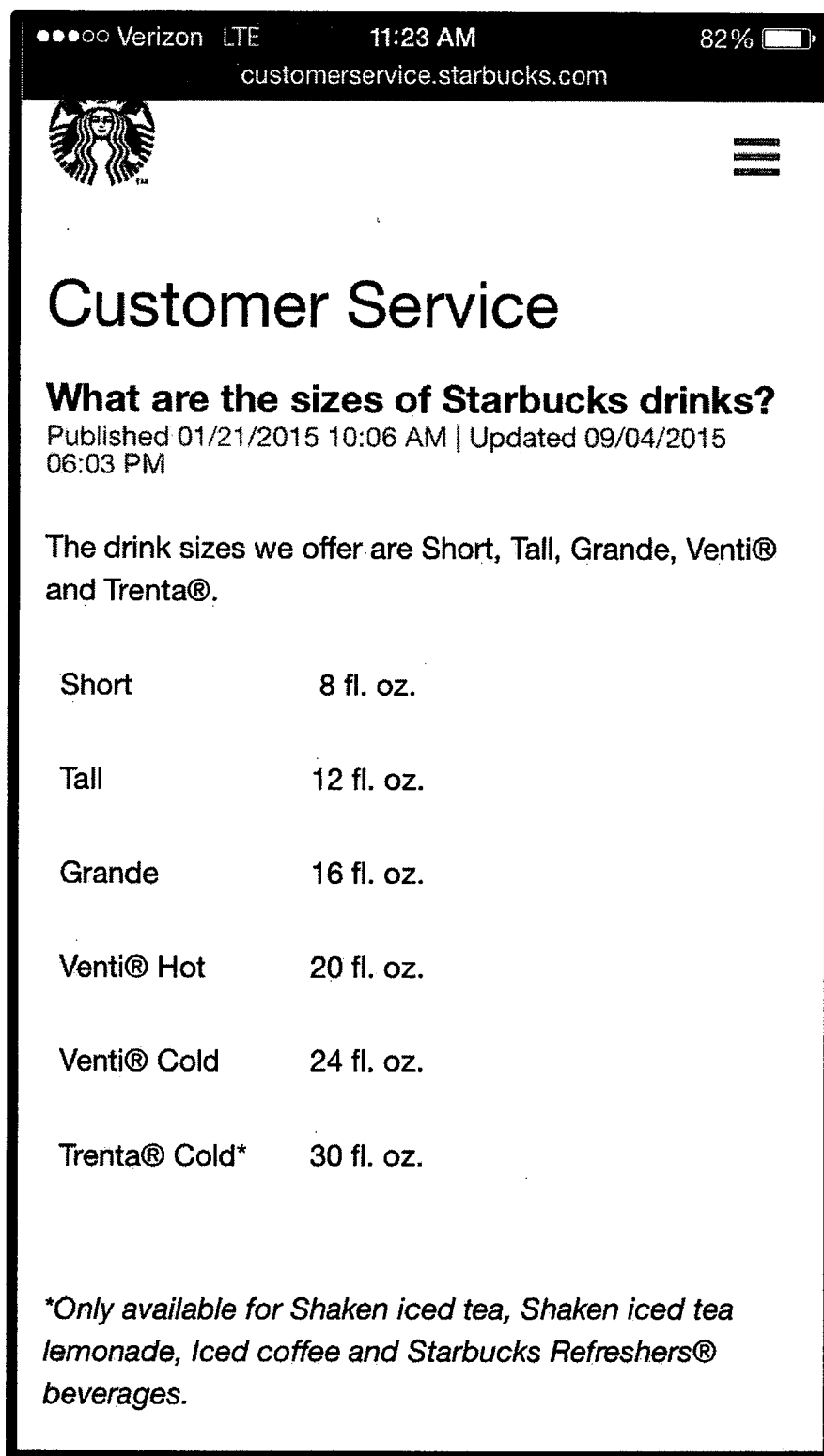
26. The Cold Drinks involved in this lawsuit are those which are handcrafted by Starbucks employees in Starbucks retail stores and served with ice - including, but not limited to, iced coffee, shaken iced tea, shaken iced tea lemonade, Refreshers™, and Fazio™ handcrafted sodas.

27. On its menu, Starbucks advertises all of its drinks, including its Cold Drinks, by fluid ounce. This menu was plainly visible to Plaintiff and the Class during the Class Period. For example, as detailed in the menu below, which is available on Starbucks' website,⁷ customers are told that if they order a Tall Cold Drink, they will receive 12 fluid ounces of that drink; in a Grande Cold Drink, they will receive 16 fluid ounces of that drink; in a Venti Cold Drink, they will receive 24 fluid ounces of that drink; and in a Trenta Cold Drink, they will receive 30 fluid ounces of that drink.

⁵ Starbucks Corporation 2015 Annual Report.

^{5a} *Id.*

⁶ *Forbes, Starbucks' Top-line Growth in FY2014 Driven By Higher Pricing & Accelerated Expansion In New Beverage Segments*, available at <http://www.forbes.com/sites/greatspeculations/2014/10/31/starbucks-top-linegrowth-in-fy2014-driven-by-higher-pricing-accelerated-expansion-in-new-beverage-segments/>⁷ Last visited April 27, 2016.

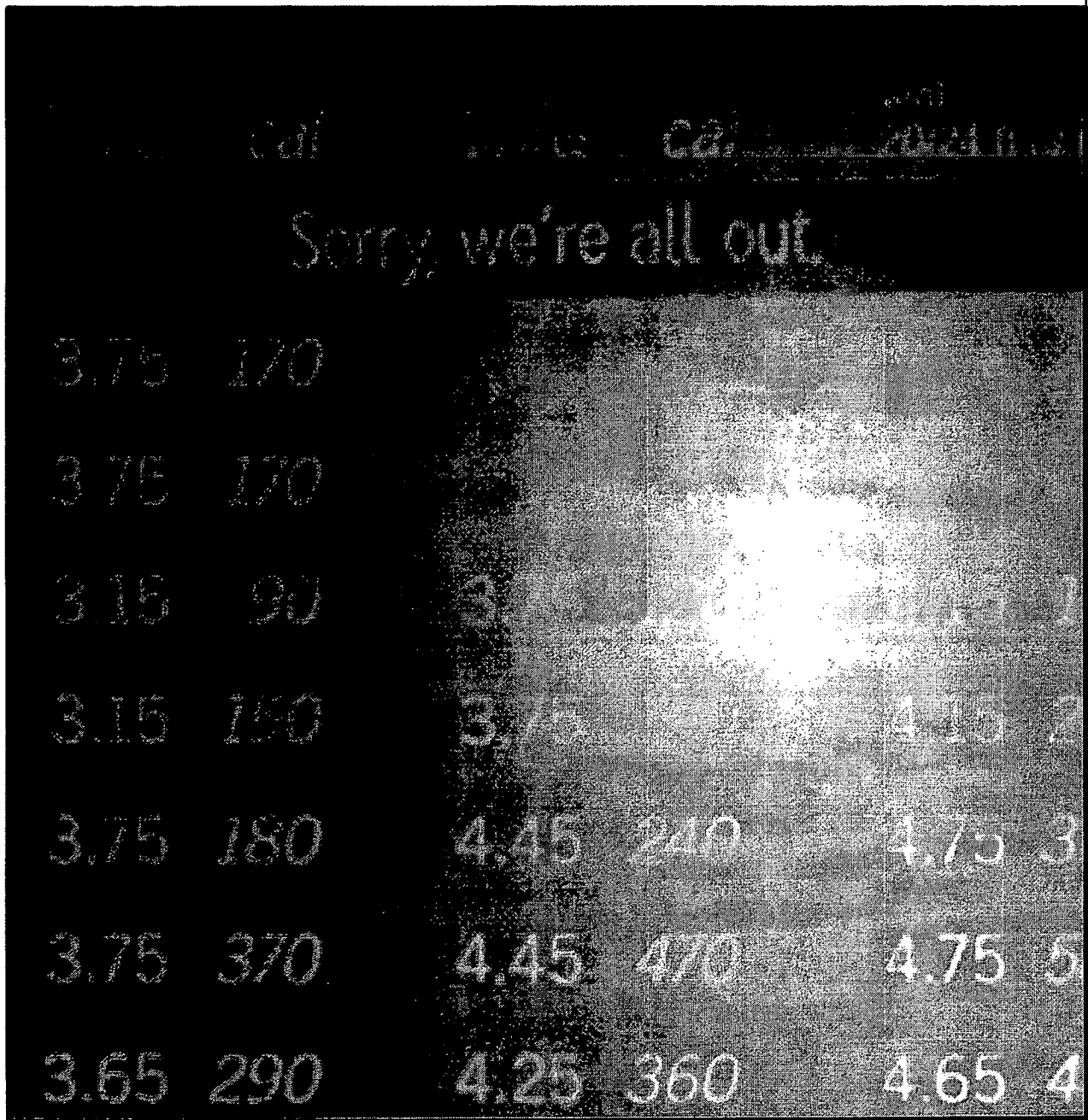


28. Similar representations are made in Starbucks' in-store menu:

Starbucks Coffee					
Smoked Butterscotch Latte	4.25	270	4.25	170	4.25 270
Latte Macchiato	3.75	170			
Flat White	3.75	170			
Cappuccino	3.15	90	3.75	120	4.15 250
Caffè Latte	3.15	150	3.75	190	4.15 250
Caramel Macchiato	3.75	180	4.45	240	4.75 300
White Chocolate Mocha	3.75	370	4.45	470	4.75 580
Caffè Mocha	3.65	290	4.25	360	4.65 450
Freshly Brewed Coffee	1.85	5	2.10	5	2.45 5
Iced Coffee Vanilla or Caramel	2.25	60	2.65	90	2.95 130
Cold Brew Limited Daily Availability	2.75	0	3.25	5	3.65 5
Frappuccino® Blended Beverages					
Smoked Butterscotch	4.25	300	4.95	440	5.25 530
Caramel	3.95	300	4.65	410	4.95 510
Mocha	3.95	290	4.65	410	4.95 520
Teavana® Tea & Starbucks Refreshers® Iced Beverages					
Peach Green Tea Lemonade	2.95	100	3.45	130	3.95 190
Strawberry Acai	2.95	80	3.45	90	3.95 130

Starbucks Espresso Shot +\$0.50 +\$0.50 Venti Iced (up to +\$3.00)
 Starbucks Barista Coconut Milk or Organic Soymilk +\$0.50

Starbucks is not a nutritionist and is not intended for general nutrition advice, but calorie needs vary.

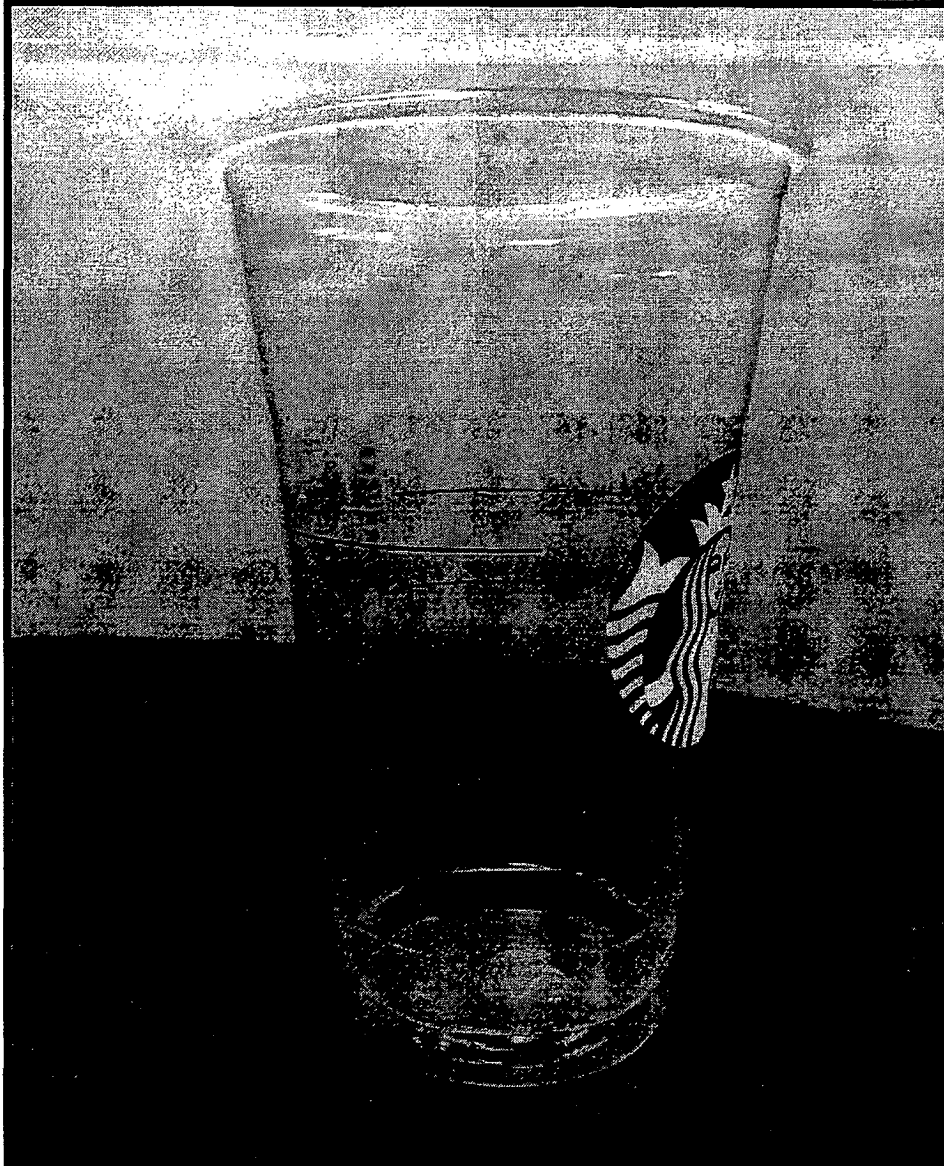


29. This in-store menu was plainly visible to Plaintiff and the Class during the Class

Period.

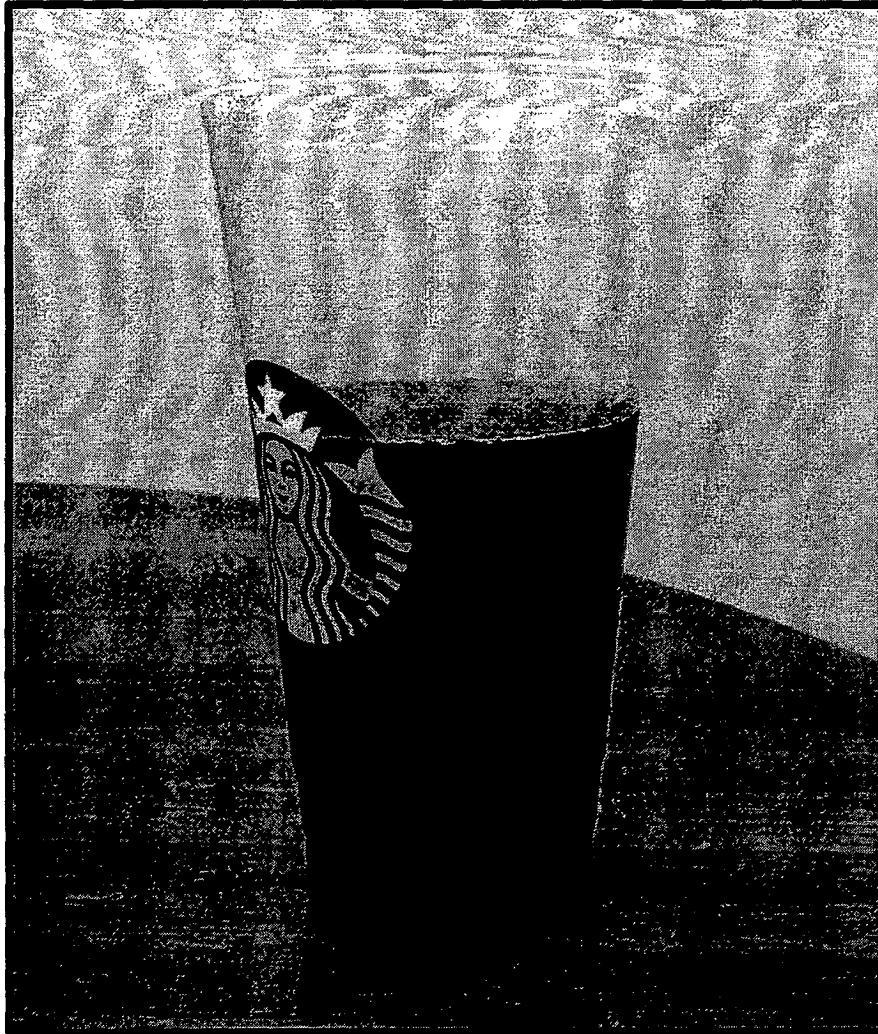
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30. The picture below represents a Starbucks Venti Cold Drink cup. This cup is used for the Cold Drinks listed in paragraph 1 above. As demonstrated by this picture, the cup is labeled with 3 black lines.



31. Starbucks' drinks are created according to a standard designed practice. For Cold Drinks, the standard practice is to fill the cup to the top black line with the Cold Drink liquid. Large pieces of ice are then added to the top of the cup. For example, if a customer orders

1 a Venti iced coffee or shaken iced tea Cold Drink, the Starbucks employee will pour iced coffee or
2 tea into the cup up to the top black line, as represented by this picture:
3



21
22 32. After pouring the Cold Drink in the cup, the Starbucks employee will add large
23 pieces of ice to the top of the cup. Starbucks employees fill Cold Drink cups with ice using
24 premeasured plastic scoopers, which escalate in size depending on the size of the drink. For
25 example, a Starbucks employee uses a larger scooper to add ice to a Venti drink than they would
26 to add ice to a Grande drink.

27 33. Starbucks includes these 3 black lines on its Cold Drink cups to ensure that its
28 employees fill these cups with less fluid ounces than are advertised on Starbucks' menu for a

1 given Cold Drink. In fact, Starbucks instructs its employees to provide its customers with fewer
2 fluid ounces than advertised.

3
4 34. As demonstrated above, the amount of the Cold Drink as poured pursuant to
5 Starbucks' standard practice is far less than the amount it would take to fill up the Venti Cold
6 Drink cup.



21
22 35. The top black line on the Starbucks Venti Cold Drink cup typically represents
23 approximately 14 fluid ounces, as demonstrated below. Put another way, when a Starbucks
24 employee fills a Venti Cold Drink cup to the top black line, they are only pouring about 14 fluid
25 ounces of Cold Drink into the cup, *not* 24 fluid ounces.

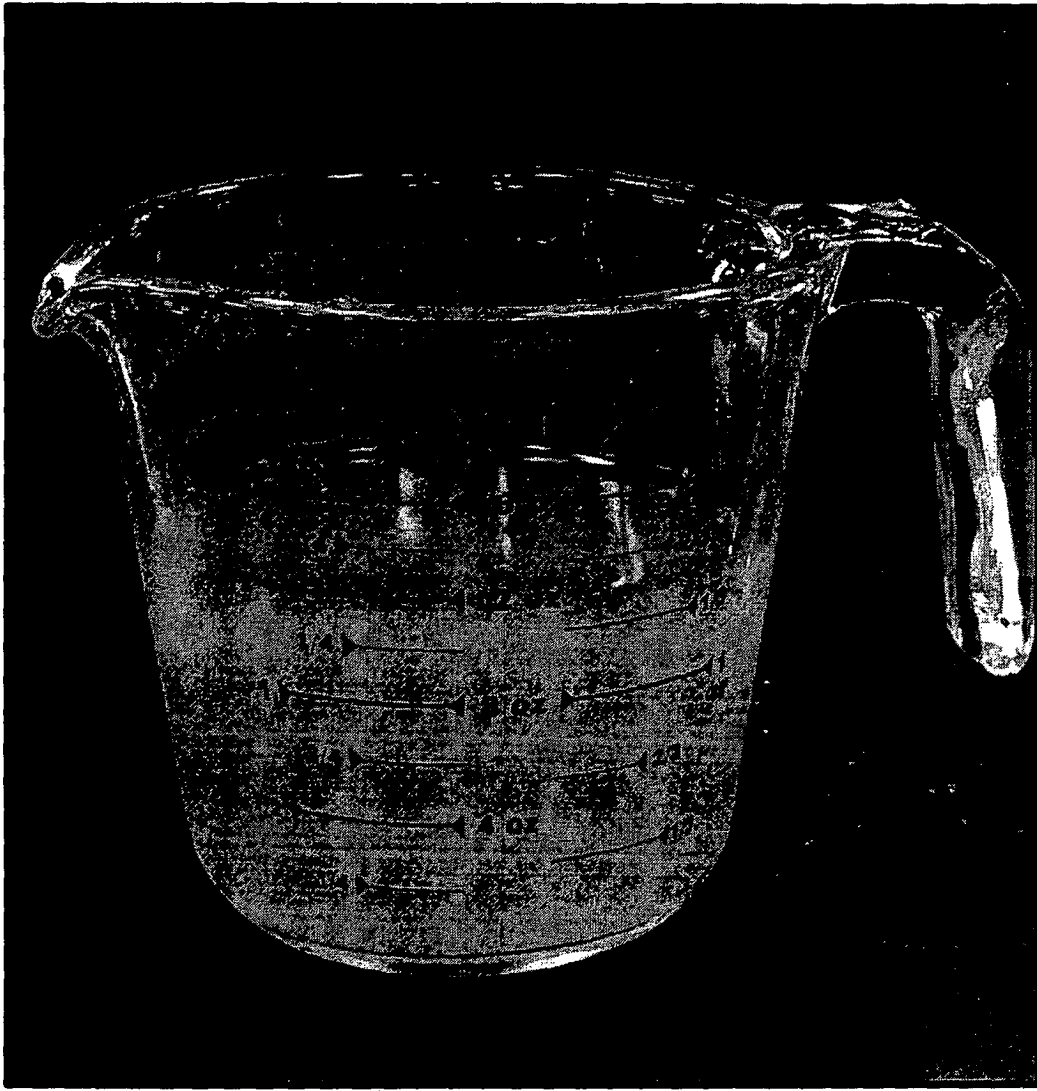
26
27 36. The 3 black lines that Starbucks uses on its cups ensure that only about 14 ounces
28 will be poured into a Venti Cold Drink cup by a Starbucks employee using the standard practice.

1 37. Accordingly, a Starbucks customer who orders a Venti Cold Drink receives only
2 14 fluid ounces of that drink – just over *half* the advertised amount, and just over *half* the amount
3 for which they are paying. In the iced coffee example, a Starbucks customer who orders and pay
4 for a Venti iced coffee, expecting to receive 24 fluid ounces of iced coffee based on Starbucks’
5 advertisement and marketing, will instead receive only about 14 fluid ounces of iced coffee.
6

7 38. Further, a Starbucks customer who orders and pays for a Venti iced coffee will
8 actually receive fewer fluid ounces of Cold Drink in that Venti than what is advertised by
9 Starbucks for a Grande Cold Drink.

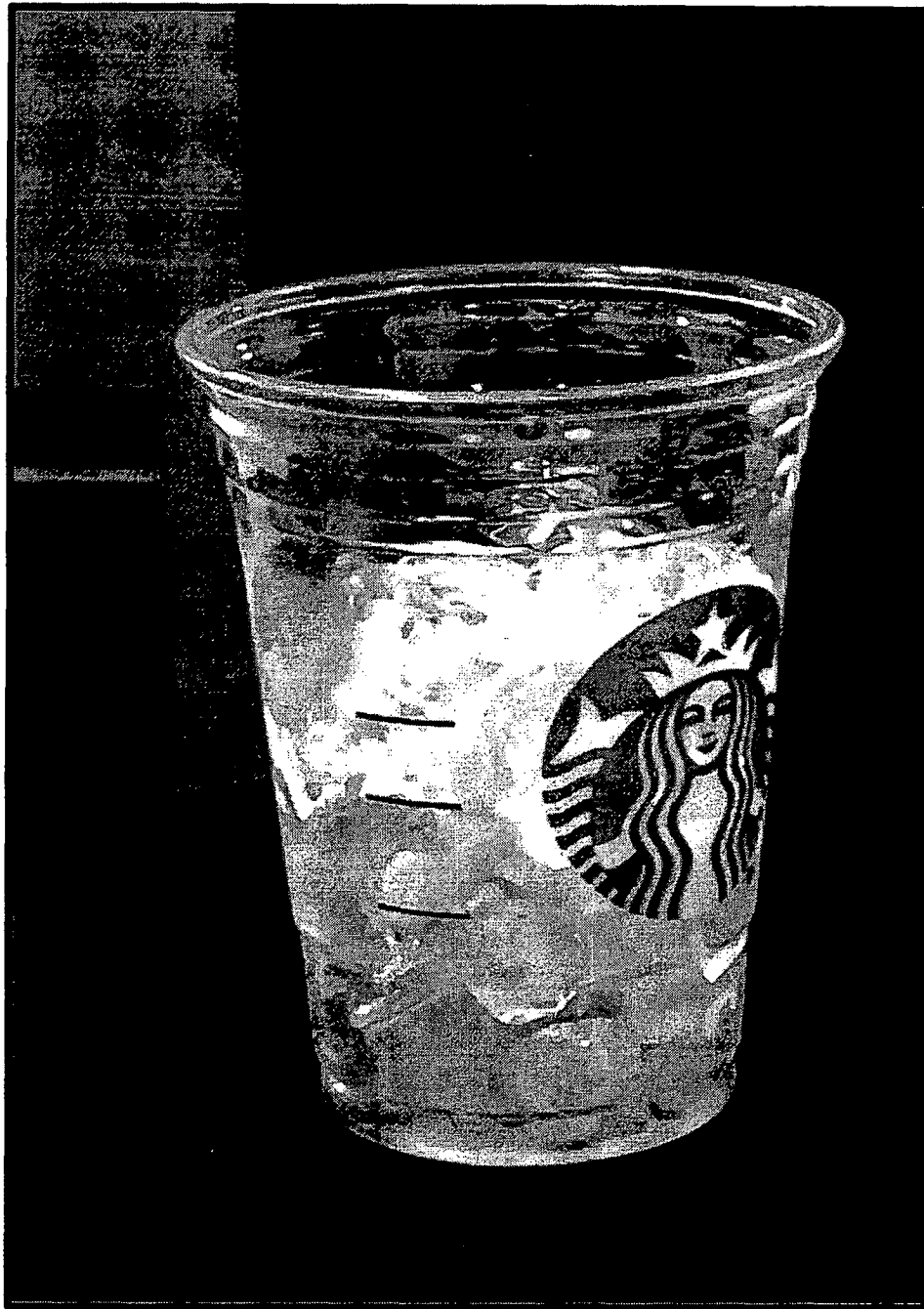
10 39. Similarly, the amount of Cold Drink liquid that a Starbucks customer receives in
11 an iced tea Cold Drink is less than advertised and contains a significant amount of large ice
12 pieces. The picture below demonstrates that a customer ordering and paying for a Grande Shaken
13 Iced Peach Green Tea Lemonade Cold Drink actually receives approximately 12 fluid ounces of
14 that drink—not 16 fluid ounces as advertised:
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[Space intentionally left blank]



40. As demonstrated by the picture below, once the liquid is removed from that Grande Shaken Iced Peach Green Tea Lemonade Cold Drink, a significant amount of large ice pieces remains:

[Space intentionally left blank]



41. The average Starbucks Venti Iced Coffee costs \$2.95, as advertised, for 24 fluid ounces. The average Starbucks Venti Shaken Iced Tea costs \$2.65. Starbucks' other Cold Drinks are even more expensive: the average Venti Starbucks Refresher costs \$3.95, the average Venti Shaken Iced Peach Green Tea Lemonade costs \$3.75 and the average Venti Shaken Black Tea Lemonade costs \$3.45.

1 42. Similarly, Starbucks charges more for its Cold Drinks than it does for hot drinks.
2 For example, as depicted in the menu above, a Grande Iced Coffee—which is advertised as
3 containing 16 fluid ounces—and which contains much less—costs \$2.65, while a Grande Freshly
4 Brewed (Hot) Coffee costs \$2.10. Essentially, Starbucks is not only under-filling its Cold Drinks
5 compared to how they are advertised, but it is charging a premium price for them as well.
6

7 43. Ice is not a “fluid.” Water expands when frozen. Thus, when it melts, less ounces
8 will remain. The smaller the pieces of ice, the more “accurate” the conversion of ounces—from
9 frozen liquid—will be. However, large pieces of ice—like those used by Starbucks in its Cold
10 Drinks—take up more space and thus when melted, will yield fewer measured “fluid” ounces of
11 coffee or tea, for example. *See, e.g. “Freezing and Melting,” World of Earth Science 2003,*
12 *available at <http://www.encyclopedia.com/doc/1G2-3437800231.html>.*

13 44. In essence, Starbucks is advertising the size of its Cold Drink cups on its menu,
14 rather than the amount of fluid a customer will receive when they purchase a Cold Drink – and
15 deceiving its customers in the process.

16 45. The Cold Drinks at issue in this case are beverages. The word “beverage” is
17 defined as “a drinkable liquid.” *See* <http://www.merriam-webster.com/dictionary/beverage>. Ice is
18 not a “beverage” by definition. Accordingly, Starbucks actually gives the customer much less
19 beverage in the Cold Drinks they order and pay for—as little as about 14 fluid ounces in a Venti
20 Cold Drink advertised as containing 24 fluid ounces, for example.
21

22 46. As Starbucks has recognized in the past, a reasonable consumer does not wait to
23 consume that drink; rather, the reasonable consumer purchases a Starbucks drink to consume it at
24 or very near the time of purchase. In effect, a reasonable consumer does not wait for the ice in a
25 Cold Drink to melt before consuming the Cold Drink. Effectively, the critical time for measuring
26 how many fluid ounces are present in a Cold Drink is at or very near the time of purchase.
27 Further, a reasonable consumer expects the Cold Drink they ordered and paid for to contain the
28

1 amount of that Cold Drink advertised on the menu when it is handed to them by a Starbucks
2 employee—24 fluid ounces of iced coffee, for example, in a Venti Cold Drink.

3 As Starbucks admits, a reasonable consumer purchases a Cold Drink to consume it while it is
4 still cold, not after the beverage has warmed.

5
6 47. As Starbucks further admits, by analogy, a reasonable consumer would not allow
7 a scoop of hand-dipped ice cream to melt before consuming it.

8 48. Starbucks' advertising practices are clearly meant to mislead consumers when
9 combined with the standard practice of filling a Cold Drink cup with far less liquid than the cup
10 can hold. If Starbucks truly intended to provide the amount of fluid ounces in its Cold Drinks
11 that it advertises, there would be simple ways to do so. For example, Starbucks could sell its
12 Venti Cold Drinks in cups that are large enough to allow room to both pour the advertised
13 amount of Cold Drink in the cup and still have room to add ice.

14 49. Starbucks is misleading customers who expect to receive the advertised amount of
15 fluid ounces. For example, if a gallon of gas is advertised as costing three dollars, and a customer
16 pays three dollars and pumps gas, that customer is expecting to receive a gallon of gas—not
17 approximately half a gallon.

18 50. Cold Drinks are under-filled to make more money and higher profits, to the
19 detriment of consumers who are misled by Starbucks' intentionally misleading advertising
20 practices.

21 51. The amount of fluid ounces that Starbucks claims it is providing in Cold Drinks is
22 clearly and prominently advertised, with the intent that Plaintiff and the Class would rely on
23 these representations.

24 52. The amount of fluid ounces in a Cold Drink is a material fact that a reasonable
25 consumer would consider important. Had Plaintiff and the Class known that the Cold Drinks
26 contained significantly less fluid ounces than represented by Starbucks, they would have not paid
27 as much, if anything, for the Cold Drinks.
28

1 53. Given the foregoing, Plaintiff and the Class were induced by Starbucks into
2 purchasing the Cold Drinks at artificially inflated prices, which they would not have purchased
3 or paid as much for the Cold Drinks, had they known the truth about the amount of fluid ounces
4 of the ordered drink actually present in the Cold Drink.
5

6 54. As a direct and proximate result of Starbucks' conduct, Plaintiff and the Class
7 have suffered injury in fact and lost money or property. Starbucks, despite having knowledge that
8 its representations are misleading to Plaintiff and the Class, continue to label, advertise, and sell
9 its Cold Drinks in a deceptive and deceiving manner.

10 55. Plaintiff and the Class are at risk of suffering further injury if the relief sought is
11 not granted.

12 **CLASS ACTION ALLEGATIONS**

13 56. Plaintiff brings this action individually and as a class action on behalf of the
14 following Class: All persons in the state of California who purchased one or more of
15 Defendant's Cold Drinks at any time between April 27, 2006 and the present (the "Class").

16 57. Plaintiff reserves the right to redefine the Class prior to certification.

17 58. Excluded from the Class is any entity in which Defendant has a controlling
18 interest, officers or directors of Starbucks, all government entities, and any justice or judicial
19 officer presiding over this matter.

20 59. This action is brought and may be properly maintained as a class action pursuant
21 to California Code of Civil Procedure section 382. This action satisfies the numerosity,
22 typicality, adequacy, predominance, and superiority requirements of those provisions.

23 60. The Class is so numerous that the individual joinder of all of its members is
24 impracticable. The exact number and identities of members of the Class is unknown to Plaintiff
25 at this time and can only be ascertained through appropriate discovery.

26 61. Common questions of law and fact exist as to all members of the Class, which
27 predominate over any questions affecting only individual members of the Class. These common
28

1 legal and factual questions, which do not vary from Class member to Class member, and which
 2 may be determined without reference to the individual circumstances of any Class member
 3 include, but are not limited to, the following:

- 4 a. Whether Defendant's labeling, marketing, advertising, and promotion of its Cold
 5 Drinks was false and misleading;
- 6 b. Whether Defendant's labeling, marketing, advertising, and promotion of its Cold
 7 Drinks constituted fraud;
- 8 c. Whether Defendant's conduct constitutes breach of express warranty;
- 9 d. Whether Defendant's conduct constitutes breach of the implied warranty of
 10 merchantability;
- 11 e. Whether Defendant's conduct constitutes negligent misrepresentation;
- 12 f. Whether Defendant's conduct resulted in unjust enrichment;
- 13 g. Whether Defendant's conduct constitutes a violations of the California
 14 Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*), the California
 15 Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*) and the
 16 California False Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*);
- 17 h. Whether Plaintiff and the Class are entitled to compensatory and punitive
 18 damages, and if so, the nature of such damages;
- 19 i. Whether Plaintiff and the Class are entitled to restitutionary relief; and
- 20 j. Whether Plaintiff and the Class are entitled to injunctive relief.

21
 22
 23 62. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff
 24 and all members of the Class have been similarly affected by Starbucks' common course of
 25 conduct since they all relied on Starbucks' representations concerning the Cold Drinks and
 26 purchased the Cold Drinks based on those representations.

27 63. Plaintiff will fairly and adequately represent and protect the interests of the Class.
 28 Plaintiff has retained counsel with substantial experience in handling complex class litigation.

1 Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the
2 Class.

3
4 64. A Class Action is superior to other available means for the fair and efficient
5 adjudication of the claims of the Class. Each individual Class member may lack the resources to
6 undergo the burden and expense associated with individually prosecuting the complex,
7 expensive, and extensive litigation necessary to establish Defendant's liability and obtain
8 adequate compensation for the injuries sustained. Individualized litigation increases the expense
9 and delay for all parties and multiplies the burden on the judicial system in handling the complex
10 legal and factual issues present in this case. Individualized litigation also presents the potential
11 for inconsistent and contradictory judgments. Conversely, a class action presents far fewer
12 practical difficulties and provides several benefits, including single and efficient adjudication.
13 Class treatment of the issues present in this case will ensure that each claimant receives a fair and
14 consistent adjudication.

15 **FIRST CAUSE OF ACTION**

16 **Breach of Express Warranty**

17 65. Plaintiff hereby incorporates by reference the allegations contained in all
18 preceding paragraphs of this Complaint.

19 66. Plaintiff brings this claim individually and on behalf of the proposed Class against
20 Defendant.

21 67. Starbucks, as the manufacturer, distributor, and/or seller expressly warranted that
22 Starbucks' Cold Drinks contained "12 fl. oz." for a Tall, "16 fl. oz." for a Grande, "24 fl. oz." for
23 a Venti, and "30 fl. oz." for a Trenta.

24 68. In fact, Starbucks Cold Drinks are not fit for such a purpose because each of these
25 express warranties are false. Starbucks Cold Drinks are under-filled. A Tall does not contain 12
26 fluid ounces, a Grande does not contain 16 fluid ounces, a Venti does not contain 24 fluid
27 ounces, and a Trenta does not contain 30 fluid ounces of Cold Drink.
28

69. As a direct and proximate result of Defendant's breach of express warranty, Plaintiff and the Class have been injured because they would not have purchased or paid as much for the Cold Drinks, had they known the truth about the amount of fluid ounces of the ordered drink actually present in the Cold Drink.

70. Additionally, Starbucks Cold Drinks did not have the characteristics, ingredients, uses, benefits, or quantities as promised.

SECOND CAUSE OF ACTION

Breach of Implied Warranty of Merchantability

71. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

72. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant.

73. Starbucks, as the manufacturer, distributor, and/or seller expressly warranted that Starbucks' Cold Drinks contained "12 fl. oz." for a Tall, "16 fl. oz." for a Grande, "24 fl. oz." for a Venti, and "30 fl. oz." for a Trenta.

74. In fact, Starbucks Cold Drinks are not fit for such a purpose because each of these express warranties are false. Starbucks Cold Drinks are under-filled. A Tall does not contain 12 fluid ounces, a Grande does not contain 16 fluid ounces, a Venti does not contain 24 fluid ounces, and a Trenta does not contain 30 fluid ounces of Cold Drink.

75. Starbucks breached the implied warranty of merchantability in selling its Cold Drinks because the goods were not of fair or average quality within the description and the goods were not fit for their intended and ordinary purpose due to under-filling. As a result, Plaintiff and the Class did not receive the goods as impliedly warranted by Starbucks to be merchantable.

76. Plaintiff and the Class purchased Starbucks Cold Drinks in reliance upon Defendant's representations, skill, and judgment and the implied warranties of fitness for that purpose.

77. Starbucks Cold Drinks were not altered by Plaintiff or the Class.

Starbucks' misrepresentations caused Plaintiff and the Class harm and unjustly enriched Starbucks because Plaintiff and the Class would not have purchased Starbucks Cold Drinks or paid the price they did, had the true facts been known.

97. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiff and the Class as a result of these misrepresentations is unjust and inequitable, Defendant must pay restitution to Plaintiff and the Class.

FIFTH CAUSE OF ACTION

Fraud

98. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

99. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant.

100. As detailed throughout Plaintiff's Complaint, Starbucks, as the manufacturer, distributor, and/or seller represented that Starbucks' Cold Drinks contained "12 fl. oz." for a Tall, "16 fl. oz." for a Grande, "24 fl. oz." for a Venti, and "30 fl. oz." for a Trenta.

101. In fact, Starbucks' representations about its Cold Drinks were false. Starbucks Cold Drinks are under-filled. A Tall does not contain 12 fluid ounces, a Grande does not contain 16 fluid ounces, a Venti does not contain 24 fluid ounces, and a Trenta does not contain 30 fluid ounces of Cold Drink.

102. Starbucks knew or should have known that it was under-filling its Cold Drinks because the standard practice was to fill a Cold Drink cup with substantially less Cold Drink liquid than advertised on Starbucks' menu.

103. Defendant's misrepresentations were intended to induce and actually induced Plaintiff and the Class to purchase Starbucks Cold Drinks. In purchasing the Cold Drinks, Plaintiff and the Class reasonably and justifiably relied on Defendant's fraudulent representations.

104. Plaintiff and the Class were damaged through their purchase of Starbucks Cold Drinks under these circumstances. Plaintiff and the Class would not have purchased Starbucks Cold Drinks or paid the price they did, had the true facts been known.

SIXTH CAUSE OF ACTION

Violation of the Consumers Legal Remedies Act

(Cal. Civil Code §§ 1750 *et seq.*)

105. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

106. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant.

107. This cause of action is brought under the Consumers Legal Remedies Act, California Civil Code sections 1750 *et seq.* ("CLRA"). Plaintiff and members of the Class are consumers as defined by California Civil Code section 1761(d). The Cold Drinks are goods within the meaning of California Civil Code section 1761(a).

108. Defendant violated and continues to violate the CLRA by engaging in the following practices proscribed by California Civil Code section 1770(a) in transactions with Plaintiff and members of the Class, which were intended to result in, and did result in, the sale of the Cold Drinks:

(5) Representing that [the Cold Drinks] have... quantities...which they do not have

(9) Advertising [the Cold Drinks] ...with intent not to sell them as advertised.

109. Defendant violated the CLRA by representing and advertising that the Cold Drinks, as discussed above, contained "12 fl. oz." for a Tall, "16 fl. oz." for a Grande, "24 fl. oz." for a Venti, and "30 fl. oz." for a Trenta.

110. In fact, Starbucks' representations about its Cold Drinks were false. Starbucks

1 Cold Drinks are under-filled. A Tall does not contain 12 fluid ounces, a Grande does not
2 contain 16 fluid ounces, a Venti does not contain 24 fluid ounces, and a Trenta does not contain
3 30 fluid ounces of Cold Drink.

4
5 111. At this time, Plaintiff seeks only injunctive relief under this cause of action.
6 Under section 1782 of the CLRA, Plaintiff will notify Defendant in writing of the particular
7 violations of section 1770 of the CLRA and demand that Defendant rectify the problems
8 associated with the behavior detailed above, which acts and practices are in violation of
9 California Civil Code section 1770.

10 112. If Defendant fails to respond adequately to Plaintiff's above-described demand
11 within 30 days of Plaintiff's notice, under California Civil Code section 1782(b), Plaintiff will
12 amend the Complaint to request damages and other relief permitted by California Civil Code
13 section 1780.

14 113. Plaintiff also has filed a Declaration of Venue in accordance with Civil Code
15 section 1780(d).

16 114. Under Section 1782(d) of the CLRA, Plaintiff seeks an order enjoining the act
17 and practices described above, restitution of property, and any other relief that the court deems
18 proper.

19 115. Defendant's conduct is malicious, fraudulent, and wanton, and intentionally
20 misleads and withholds material information from consumers in order to increase the sale of
21 the Cold Drinks.

22 116. Defendant's misrepresentations and omissions were material Plaintiff and
23 members of the Class. Plaintiff and members of the Class would not have purchased and
24 consumed the Cold Drinks had it not been for Defendant's misrepresentations and concealment
25 of material facts. Plaintiff and members of the Class were damaged as a result of Defendant's
26 material misrepresentations and omissions.

27
28 ///

///

SEVENTH CAUSE OF ACTION

Violation of Unfair Business Practices Act

(California Business & Professions Code §§ 17200 *et seq.*)

117. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

118. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant.

119. California Business and Professions Code section 17200 prohibits "any unlawful, unfair or fraudulent business act or practice."

120. As detailed throughout Plaintiff's Complaint, Starbucks, as the manufacturer, distributor, and/or seller represented that Starbucks' Cold Drinks contained "12 fl. oz." for a Tall, "16 fl. oz." for a Grande, "24 fl. oz." for a Venti, and "30 fl. oz." for a Trenta.

121. In fact, Starbucks' representations about its Cold Drinks were false. Starbucks Cold Drinks are under-filled. A Tall does not contain 12 fluid ounces, a Grande does not contain 16 fluid ounces, a Venti does not contain 24 fluid ounces, and a Trenta does not contain 30 fluid ounces of Cold Drink.

122. Starbucks violated California Business and Professions Code section 17200 by misrepresenting the amount of fluid ounces of Cold Drink contained in its Cold Drinks. Starbucks made the misrepresentations about its Cold Drinks described throughout this Complaint with the intent that Plaintiff and the Class rely on them and purchase Starbucks Cold Drinks.

123. Plaintiff and the Class were damaged by Starbucks' violation and their subsequent purchases of Starbucks Cold Drinks under these circumstances. Plaintiff and the Class would not have purchased Starbucks Cold Drinks or paid the price they did, had the true facts been known.

1 124. Defendant's misrepresentations and omissions of material facts, as set forth
2 herein, constitute an unlawful practice because they violate California Civil Code sections
3 181572, 1573, 1709, 1710, 1711, and 1770, among others, and the common law. Defendant's
4 misrepresentations and omissions of material facts, as set forth herein, also constitute "unfair"
5 business acts and practices within the meaning of California Business and Professions Code
6 sections 17200 et seq., in that Defendant's conduct was injurious to consumers, offended public
7 policy, and was unethical and unscrupulous.

8
9 125. Plaintiff also asserts a violation of public policy by withholding material facts
10 from consumers. Defendant's violation of California's consumer protection and unfair
11 competition laws in California resulted in harm to consumers.

12 126. There were reasonable alternatives available to Defendant to further Defendant's
13 legitimate business interests, other than the conduct described herein.

14 127. California Business and Professions Code section 17200 also prohibits any
15 fraudulent business act or practice." Defendant's misrepresentations and concealment of material
16 facts, as set forth above, were false, misleading, and/or likely to deceive the public within the
17 meaning of California Business and Professions Code section 17200.

18 128. Defendant's misrepresentations and concealment were made with knowledge of
19 their effect, and were done to induce Plaintiff and members of the Class to purchase the Cold
20 Drinks. Plaintiff and members of the Class saw and justifiably relied on Defendant's
21 misrepresentations when purchasing the Cold Drinks.

22
23 129. Defendant's conduct caused and continues to cause injury to Plaintiff and
24 members of the Class. Plaintiff and members of the Class have suffered injury in fact and have
25 lost money as a result of Defendant's fraudulent conduct.

26 130. Plaintiff and members of the Class would not have purchased and consumed the
27 Products had it not been for Defendant's misrepresentations and concealment of material facts.
28 Defendant's misrepresentations and omissions alleged herein are objectively material to the

reasonable consumer. Reliance upon the misrepresentations and omissions discussed herein may therefore be presumed as a matter of law. The materiality of such representations and omissions also establishes causation between Defendant's conduct and Plaintiffs and the members of the Class' injuries.

131. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts entitling Plaintiff and members of the Class to judgment and equitable relief against Defendants, as set forth in the Prayer for Relief.

132. Additionally, under Business and Professions Code section 17203, Plaintiff and members of the Class seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices, and requiring Defendant to correct its actions.

EIGHTH CAUSE OF ACTION

Violation of False Advertising Law

(California Business & Professions Code 17500 *et seq.*)

133. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

134. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant.

135. California Business and Professions Code section 17500 prohibits "unfair, deceptive, untrue or misleading advertising."

136. Defendant violated California Business and Professions Code section 17500 by, by advertising that Starbucks' Cold Drinks contained "12 fl. oz." for a Tall, "16 fl. oz." for a Grande, "24 fl. oz." for a Venti, and "30 fl. oz." for a Trenta.

137. In fact, Starbucks' representations about its Cold Drinks were false. Starbucks Cold Drinks are under-filled. A Tall does not contain 12 fluid ounces, a Grande does not contain

1 16 fluid ounces, a Venti does not contain 24 fluid ounces, and a Trenta does not contain 30 fluid
2 ounces of Cold Drink.

3 138. Defendant's deceptive practices were specifically designed to induce Plaintiff and
4 members of the Class to purchase the Cold Drinks over those of its competitors.

5 139. Plaintiff and members of the Class would not have purchased and consumed the
6 Cold Drinks had it not been for Defendant's misrepresentations and concealment of material
7 facts.

8 140. The content of the advertisements, as alleged herein, were of a nature likely to
9 deceive a reasonable consumer.

10 141. Defendant knew, or in the exercise of reasonable care, should have known, that
11 the representations were untrue or misleading and likely to deceive reasonable consumers.

12 142. Defendant's misrepresentations and omissions alleged herein are objectively
13 material to the reasonable consumer, and reliance upon such misrepresentations and omissions
14 may therefore be presumed as a matter of law. The materiality of such representations and
15 omissions also establishes causation between Defendant's conduct and Plaintiffs and the
16 members of the Class' injuries.

17 143. Unless restrained by this Court, Defendant will continue to engage in misleading
18 advertising, as alleged above, in violation of California Business and Professions Code section
19 17500.

20 144. As a result of the foregoing, Plaintiff and members of the Class have been injured
21 in fact and lost money or property, and they are entitled to restitution and injunctive relief.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff Alexander Forouzesh, individually and on behalf of all others
24 similarly situated, seeks judgment against Defendant, as follows:

- 25 a. For an Order certifying the Class and naming Plaintiff Alexander Forouzesh as the
26 representative of the Class and Plaintiff's attorneys as Class Counsel to represent
27 members of the Class;
28

- b. For an Order declaring that Defendant's conduct violates the statutes referenced herein;
- c. For an Order declaring that Defendant's conduct violates the common law provisions referenced herein;
- d. For an Order finding in favor of Plaintiff, the Class on all counts alleged herein;
- e. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- f. For pre-judgment interest on all amounts awarded to the full extent allowed by law;
- g. Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and members of the Class;
- h. Awarding declaratory and injunctive relief as permitted by law or equity, including: enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant to identify, with Court supervision, victims of its conduct and pay them restitution and disgorgement of all monies acquired by
- i. An award of pre- and post-judgment interest to the extent allowed,
- j. For injunctive relief as pleaded or as the Court may deem proper; and
- k. For an Order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses under California Code of Civil Procedure section 1021.5 to the full extent allowed by law.

DATED: May 18, 2016

FARAHI LAW FIRM, APC

By: 

Justin Farahi
Raymond M. Collins

Attorney for Plaintiff,
ALEXANDER FOROUZESH

EXHIBIT B

1 Justin Farahi (State Bar No. 298086)
Raymond M. Collins (State Bar No. 199071)
2 **FARAH LAW FIRM, APC**
22760 Hawthorne Boulevard, Suite 230
3 Torrance, California 90505
Telephone: (310) 774-4500
4 Fax: (424) 295-0557

5 Attorneys for Plaintiff,
ALEXANDER FOROUZESH

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 ALEXANDER FOROUZESH,
11 individually and on behalf of all others
similarly situated,

12 Plaintiff,

13 vs.

14 STARBUCKS CORPORATION; and
15 DOES 1 through 10, inclusive,

16 Defendants.
17

CASE NO.:

PLAINTIFF ALEXANDER
FOROUZESH'S DECLARATION
OF VENUE PURSUANT TO
CALIFORNIA CIVIL CODE
§1780(d)

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19
20
21 I, Alexander Forouzesh, declares as follows:

22 1. I am the plaintiff and proposed class representative in the action entitled Alexander
23 Forouzesh v. Starbucks Corporation (the "Action"). The complaint for said action will be filed
24 concurrently with this declaration in the Superior Court of the State of California for the County of
25 Los Angeles. I make this declaration pursuant to the Consumers Legal Remedies Act, California
26 Civil Code section 1780(d). I have personal knowledge of the following facts, and if called upon
27 to testify, I could and would testify as follows.
28

1 2. I am and have been a resident of Los Angeles, California.

2 3. The venue for the Action is properly in the Superior Court of the State of California
3 for the County of Los Angeles because the violations of the Consumers Legal Remedies Act,
4 California Civil Code sections 1750 *et seq.* as described in the complaint commencing the Action
5 took place in the County of Los Angeles in the State of California.

6
7 I declare under the penalty of perjury under the laws of California that the foregoing is true
8 and correct. Executed in Los Angeles, California on May 18, 2016.

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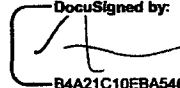
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28

DocuSigned by:



B4A21C10EBA5463

Alexander Forouzesh

EXHIBIT C

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

STARBUCKS CORPORATION; and DOES 1 through 10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ALEXANDER FOROUZESH, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of the State of California
Los Angeles County- Central District - 111 N. Hill St.
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Justin Farahi, Esq., Raymond Collins, Esq., FARAHI LAW FIRM, APC, 22760 Hawthorne Blvd., Suite 230,
Torrance, CA 90505. Tel: (310)774-4500

DATE: May 19, 2016
(Fecha)

Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

EXHIBIT D

Case 2:16-cv-03830-PA-AGR Document 1-4 Filed 06/01/16 Page 2 of 2 Page ID #:47

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Justin Farahi, Esq. (SBN 298086) Raymond Collins, Esq. (SBN 199071) 22760 Hawthorne Blvd., Suite 230 Torrance, CA 90505 TELEPHONE NO.: (310) 774-4500 FAX NO.: (424) 295-0557		FOR COURT USE ONLY
ATTORNEY FOR (Name): ALEXANDER FOROUZESH individually and on behalf of all others similarly situated SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL ST. MAILING ADDRESS: 111 N. HILL ST. CITY AND ZIP CODE: LOS ANGELES, CA, 90012 BRANCH NAME: CENTRAL DISTRICT		
CASE NAME: ALEXANDER FOROUZESH V. STARBUCKS CORPORATION		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input checked="" type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 8
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 19, 2016

Justin Farahi

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

EXHIBIT E

SHORT TITLE:

FOROUZESH V. STARBUCKS CORPORATION

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 7 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 3. 1., 4.

SHORT TITLE: FOROUZESH V. STARBUCKS CORPORATION	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: FOROUZESH V. STARBUCKS CORPORATION	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.	
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.


SHORT TITLE: FOROUZESH V. STARBUCKS CORPORATION	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 15030 Ventura Blvd. Sherman Oaks, CA 91403
CITY: Sherman Oaks	STATE: CA	ZIP CODE: 91403

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 5/19/16


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT F

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 22760 Hawthorne Blvd., Suite 230, Torrance, California 90505.

On May 19, 2016, I served the following document or documents:

**SUMMONS, CIVIL CASE COVER SHEET, CIVIL CASE COVER SHEET
ADDENDUM, AND COMPLAINT**

- ☐ **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which is printed out, is attached.
- ☒ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the address listed below (specify one):
- ☐ Deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☒ Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the business's practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where mailing occurred. The envelope or package was placed in the mail at Torrance, California.
- ☐ **By personal service.** I personally delivered the documents to the persons at the addresses listed below. (1) For a party represented by an attorney, the delivery was made to the attorney or at the attorney's office by leaving all the documents in an envelope or package that was clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.
- ☐ **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a professional messenger service for service. A Declaration of Messenger is attached.
- ☐ **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- ☐ **By e-mail or electronic transmission.** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

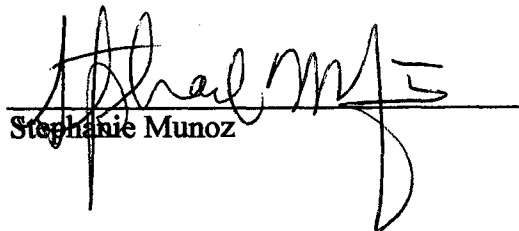
CORPORATION SERVICE COMPANY
WHICH WILL DO BUSINESS IN
CALIFORNIA AS CSC- LAWYERS
INCORPORATING SERVICE
2710 Gateway Oaks Dr. STE 150 N
Sacramento, CA 95833

Agent for Service of Process for
STARBUCKS CORPORATION

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare under penalty of perjury that I am employed in the office of a member of the bar of this court at whose direction the service was made, and that the foregoing is true and correct.

Executed on May 19, 2016, at Torrance, California.


Stephanie Munoz