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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Case No.: 2:17-cv-06484

OLIVER NAIMI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STARBUCKS CORPORATION,
STARBUCKS NEW VENTURE
COMPANY, PEPSICO, INC., and
NORTH AMERICAN COFFEE
PARTNERSHIP

Defendants.

CLASS ACTION COMPLAINT

1. **Violation of California Civil Code § 1750, et seq.**
2. **Violation of California Business and Professions Code § 17200, et seq.**
3. **Violation of California Business and Professions Code § 17500, et seq.**
4. **Breach of California Express Warranty**
5. **Breach of California Implied Warranty**
6. **Common Law Fraud**
7. **Intentional Misrepresentation**
8. **Negligent Misrepresentation**
9. **Quasi-Contract/Unjust Enrichment/Restitution**

JURY TRIAL DEMANDED

1 Plaintiff Oliver Naimi (“Plaintiff” or “Mr. Naimi”) by and through his counsel,
2 brings this Class Action Complaint against Defendants Starbucks Corporation,
3 Starbucks New Venture Company, PepsiCo, Inc., and North American Coffee
4 Partnership (“Defendants”), on behalf of himself and all others similarly situated, and
5 alleges upon personal knowledge as to his own actions, and upon information and belief
6 as to counsel’s investigations and all other matters, as follows:

7 **NATURE OF THE ACTION**

8 1. Plaintiff brings this consumer protection and false advertising class action
9 lawsuit against Defendants, based on Defendants’ false and misleading business
10 practices with respect to the marketing and sale of their canned Starbucks Doubleshot®
11 Espresso products (the “Product(s)”).¹

12 2. At all relevant times, Defendants have formulated, manufactured, labeled,
13 packaged, marketed, distributed, and sold each of the Products as a “doubleshot” of
14 “Starbucks” brand “espresso.”

15 3. However, none of the Products contain two shots of Starbucks brand
16 espresso and thus fail to conform with the statements of quality made by Defendants
17 about the Products.

18 4. Plaintiff and other consumers purchased the Products, reasonably relying
19 on the description of each Product as a “doubleshot” of “Starbucks” brand “espresso,”
20 and therefore reasonably believing that each Product contained two shots of Starbucks
21 brand espresso. Had Plaintiff and other consumers known that the Products did not
22 contain two shots of Starbucks brand espresso, they would not have purchased the
23 Products or would have paid significantly less for the Products. Therefore, Plaintiff
24 and other consumers have suffered injury in fact as a result of Defendants’ deceptive
25 practices.

26 5. Plaintiff brings this class action lawsuit on behalf of himself and all others
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28 ¹ Depicted and further defined *infra* in paragraph 17.

1 similarly situated. Plaintiff seeks to represent a California Class and a California
2 Consumer Subclass (defined *infra* in paragraphs 37-38) (collectively referred to as
3 “Classes”).

4 6. Plaintiff, on behalf of himself and other consumers, is seeking damages,
5 restitution, declaratory and injunctive relief, and all other remedies the Court deems
6 appropriate.

7 **JURISDICTION AND VENUE**

8 7. This Court have subject matter jurisdiction pursuant to 28 U.S.C. §
9 1332(d)(2)(A) because this case is a class action where the aggregate claims of all
10 members of the proposed Classes are in excess of the statutory minimum damages,
11 exclusive of interests and costs, and Plaintiff, as well as all members of the proposed
12 Classes, which total more than 100 class members, are citizens of California which is
13 different from the citizenship of each Defendant.

14 8. This Court has personal jurisdiction over Defendants because Defendants
15 have sufficient minimum contacts in California or otherwise intentionally availed
16 themselves of the markets within California, through their sale of the Products in
17 California and to California consumers.

18 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1) because
19 Defendants regularly conducts business throughout this District, and a substantial part
20 of the events giving rise to this action occurred in this District.

21 **PARTIES**

22 10. Plaintiff Oliver Naimi is a citizen of California, residing in Los Angeles
23 County. At least between 2015 and 2017, Mr. Naimi has purchased the following
24 Products: Starbucks Doubleshot® Espresso – Espresso & Cream; Starbucks
25 Doubleshot® Espresso – Espresso & Cream Light; Starbucks Doubleshot® Espresso
26 – Cubano; and Starbucks Doubleshot® Espresso – Espresso & Salted Caramel Cream.
27 Mr. Naimi purchased the Products at Ralph’s, convenience stores, and gas stations in
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1 Los Angeles County. Mr. Naimi purchased the Products reasonably relying on the
2 description of each Product as a “doubleshot” of “Starbucks” brand “espresso.” Based
3 on this description on the Products, Mr. Naimi reasonably believed that each Product
4 contained two shots of Starbucks brand espresso. However, unbeknownst to Mr.
5 Naimi, the Products do not contain two shots of Starbucks brand espresso. Mr. Naimi
6 would not have purchased the Products or would have paid significantly less for the
7 Product had he known that the Products did not contain two shots of Starbucks brand
8 espresso. Mr. Naimi suffered injury in fact and lost money as a result of Defendants’
9 misleading, false, unfair, and fraudulent practices, as described herein. Despite being
10 deceived by Defendants, Mr. Naimi is likely to purchase the Products in the future if
11 they were reformulated to contain two shots of Starbucks brand espresso.

12 11. Defendant Starbucks Corporation is a Washington corporation with its
13 principal place of business in Seattle, Washington. Defendant Starbucks Corporation,
14 directly and/or through its agents, licensed the right to produce and distribute Starbucks
15 brand products, such as the Products here, to Defendant North American Coffee
16 Partnership, in which Defendant Starbucks New Venture Company holds a 50% equity
17 interests.

18 12. Defendant Starbucks New Venture Company is also a Washington
19 corporation with its principal place of business in Seattle, Washington. Defendant
20 Starbucks New Venture Company is a wholly owned subsidiary of Defendant
21 Starbucks Corporation and owns a 50% equity interest in Defendant North American
22 Coffee Partnership.

23 13. Defendant PepsiCo, Inc. is a North Carolina corporation with its principal
24 place of business in Purchase, New York. Defendant PepsiCo, Inc. through its Pepsi-
25 Cola Company division, owns a 50% equity interest in Defendant North American
26 Coffee Partnership, and sells and distributes the Products.

27 14. Defendant North American Coffee Partnership (“NACP”) is a partnership
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1 organized under the New York law and headquartered in Purchase, New York. NACP
 2 consists of partners Starbucks New Venture Company and Pepsi-Cola Company, and
 3 as of mid-2015, has an approximately 97% market share in the ready-to-drink (“RTD”)
 4 coffee beverage industry. In 2002, the NACP introduced the canned Starbucks
 5 Doubleshot® beverage. To date, the NACP continues to directly and/or through its
 6 agents, produces, bottles, and distributes the Products nationwide, including in
 7 California. The NACP has maintained substantial distribution and sales in this District.

8 **FACTUAL ALLEGATIONS**

9 **I. The Products**

10 15. Defendant Starbucks Corporation, through its wholly owned subsidiary
 11 Defendant Starbucks New Venture Company, partnered with Defendant PepsiCo, Inc.,
 12 through its Pepsi-Cola Company division, to form the NACP in 1994, which now has
 13 an approximately 97 percent market share in the RTD coffee category, with annual
 14 sales of more than \$1.5 billion.²

15 16. Defendants introduced the canned Starbucks Doubleshot® beverage
 16 product line in 2002.

17 17. During the relevant class period, Defendants did, and continue to, directly
 18 and/or through their agents, formulate, manufacture, label, package, market, distribute,
 19 and sell the Products, which come in at least the following varieties and flavors:³

- 20 a. Starbucks Doubleshot® Espresso – Espresso & Cream;
- 21 b. Starbucks Doubleshot® Espresso – Espresso & Cream Light
- 22 c. Starbucks Doubleshot® Espresso – Cubano; and
- 23 d. Starbucks Doubleshot® Espresso – Espresso & Salted Caramel
- 24 Cream.

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 26 ² Based on IRI data for the 52 weeks ending June 14, 2015.

27 ³ All images provided of the Products were sourced from www.walmart.com (last visited on
 28 September 1, 2017) and [https://www.amazon.com/Starbucks-Doubleshot-Espresso-Cream-Light-](https://www.amazon.com/Starbucks-Doubleshot-Espresso-Cream-Light/dp/B00IHVHM4Q?th=1)
[dp/B00IHVHM4Q?th=1](https://www.amazon.com/Starbucks-Doubleshot-Espresso-Cream-Light/dp/B00IHVHM4Q?th=1) (last visited on September 1, 2017).

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18. The Products are sold across California and the United States, in store and/or online at various grocery stores, gas stations, and convenience stores.

19. As depicted in the images in paragraph 17, Defendants conspicuously represent on the front panel of the Products' labeling that each of the Products is a "doubleshot" of "Starbucks" brand "espresso."

20. Furthermore, when the Products are sold in multiple-unit packages, the packages uniformly represent that each of the Products is "doubleshot" of "Starbucks" brand "espresso." An example of the packaging for the Starbucks Doubleshot® Espresso – Espresso & Cream Light is depicted below:



II. Defendants' Products Do Not Contain Two Shots Of Starbucks brand Espresso

21. Despite representing that each product is a "doubleshot" of "Starbucks" brand "espresso," each of the Products do not contain two shots of Starbucks brand

espresso, as evidenced, *inter alia*, by the amount of caffeine contained in the Products.

22. According to the Starbucks website, a single shot (solo) of Starbucks espresso contains approximately 75mg of caffeine and two shots (doppio) contains approximately 150mg.⁴

Nutrition Facts Per Serving (0.8 fl oz)	
Calories 5	Calories from Fat 0
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 1g	0%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 0g	
Vitamin A 0% • Vitamin C 0% • Calcium 0% • Iron 0%	
Caffeine 75mg**	
*Percent Daily Values are based on a 2,000 calorie diet.	
**Each caffeine value is an approximate value.	

⁴ <https://www.starbucks.com/menu/drinks/espresso/espresso-shot?foodZone=9999%20-%20size=21#size=20> (last visited on September 1, 2017);
<https://www.starbucks.com/menu/drinks/espresso/espresso-shot?foodZone=9999%20-%20size=21#size=21> (last visited on September 1, 2017).

Nutrition Facts Per Serving (1.5 fl oz)	
Calories 10	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 1g	
Vitamin A 0% • Vitamin C 0% • Calcium 0% • Iron 0%	
Caffeine 150mg**	
*Percent Daily Values are based on a 2,000 calorie diet.	
**Each caffeine value is an approximate value.	

23. However, as demonstrated in the chart below, each of the Products contains significantly less than 150mg of caffeine despite claiming to contain a “doubleshot” of “Starbucks” brand espresso:⁵

Products	Caffeine Content/Dosage
Starbucks Doubleshot® Espresso – Espresso & Cream	110mg
Starbucks Doubleshot® Espresso – Espresso & Cream Light	120mg
Starbucks Doubleshot® Espresso – Cubano	85mg
Starbucks Doubleshot® Espresso – Espresso & Salted Caramel Cream	70mg

24. Since Defendants represent that each of the Products contains a “doubleshot” of “Starbucks” brand “espresso,” each of the Products should contain two shots of Starbucks espresso and therefore approximately 150mg of caffeine.

⁵ https://www.starbucks.com/menu/catalog/product?drink=bottled-drinks#view_control=product (last visited on September 1, 2017).

1 25. However, as demonstrated above, each of the Products contains
2 significantly less than 150mg of caffeine and therefore cannot and does not contain two
3 shots of Starbucks brand espresso.

4 26. Therefore, Defendants' representation that each of the Products is a
5 "doubleshot" of "Starbucks" brand "espresso" is false and misleading.

6 **III. Defendants Have Engaged In False And Misleading Advertising And Have**
7 **Harmed Plaintiff And Other Consumers Of The Products**

8 27. As discussed above, Defendants have engaged in false, misleading, unfair,
9 and unlawful business practices in regard to the advertising and sale of the Products.

10 28. Defendants knew or should have known that the Products do not contain
11 two shots of Starbucks brand espresso because Defendants and/or their agents
12 formulate, test, and manufacture the Products.

13 29. Defendants knew or should have known that Plaintiff and other
14 consumers, in purchasing the Products, would rely on Defendants' foregoing
15 representation about the Products and would therefore reasonably believe that the
16 Products each contain two shots of Starbucks brand espresso.

17 30. In reasonable reliance on Defendants' representation that each of the
18 Products contain a "doubleshot" of "Starbucks" brand "espresso," Plaintiff purchased
19 the Products, reasonably believing that the Products do in fact contain two shots of
20 Starbucks brand espresso.

21 31. Plaintiff and other consumers did not know, and had no reason to know,
22 that the Products do not contain two shots of Starbucks brand espresso.

23 32. Because the Products do not contain two shots of Starbucks brand
24 espresso, as reasonably expected by Plaintiff and other consumers, Defendants'
25 uniform practice regarding the marketing and sale of the Products was and continues
26 to be false and deceptive.

27 33. Each consumer has been exposed to the same or substantially similar
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1 deceptive practice, as at all relevant times, (1) Defendants uniformly represented on
2 each of the Products that they each contained a “doubleshot” of “Starbucks” brand
3 “espresso,” and (2) each of the Products do not contain two shots of Starbucks brand
4 espresso.

5 34. Plaintiff and other consumers have paid an unlawful premium for the
6 Products. Plaintiff and other consumers would have paid significantly less for the
7 Products had they known that each of the Products do not contain two shots of
8 Starbucks espresso. In the alternative, Plaintiff and other consumers would not have
9 purchased the Products at all had they known that the Products do not contain two shots
10 of Starbucks espresso. Therefore, Plaintiff and other consumers purchasing the
11 Products suffered injury in fact and lost money as a result of Defendants’ false,
12 misleading, unfair, and fraudulent practices, as described herein.

13 35. As a result of their false and misleading business practice, and the harm
14 caused to Plaintiff and other consumers, Defendants should be required to pay for all
15 damages caused to consumers, including Plaintiff. Furthermore, Defendants should
16 also be enjoined from engaging in these false and deceptive practices.

17 36. Despite being misled by Defendants, Plaintiff would likely purchase the
18 Products in the future if the Products were reformulated to contain two shots of
19 Starbucks brand espresso.

20 **CLASS ACTION ALLEGATIONS**

21 37. Plaintiff brings this case as a class action that may be properly maintained
22 under Federal Rule of Civil Procedure 23 on behalf of himself and all persons, who are
23 California residents who purchased any of the Products, or who purchased any of the
24 Products within the State of California, during the relevant statute of limitations periods
25 (the “California Class”).

26 38. Plaintiff also seeks to represent all persons, who are California residents
27 who purchased any of the Products, or who purchased any of the Products within the
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1 State of California, for personal, family, or household purposes, during the relevant
2 statute of limitations periods (“California Consumer Subclass”).

3 39. Excluded from the Classes are Defendants, the officers and directors of
4 the Defendants at all relevant times, members of their immediate families and their
5 legal representatives, heirs, successors or assigns and any entity in which Defendants
6 has or had a controlling interest. Any judge and/or magistrate judge to whom this
7 action is assigned and any members of such judges’ staffs and immediate families are
8 also excluded from the Classes. Also excluded from the Classes are persons or entities
9 that purchased the Products for sole purposes of resale.

10 40. Plaintiff hereby reserves the right to amend or modify the class definitions
11 with greater specificity or division after having had an opportunity to conduct
12 discovery.

13 41. Plaintiff is a member of the Classes.

14 42. Numerosity: Defendants have sold millions of units of the Products. The
15 Products are sold in store and/or online at various retailers, gas stations, grocery stores,
16 and convenient stores. Accordingly, members of the Classes are so numerous that their
17 individual joinder herein is impractical. While the precise number of class members
18 and their identities are unknown to Plaintiff at this time, the number may be determined
19 through discovery.

20 43. Common Questions Predominate: Common questions of law and fact
21 exist as to all members of the Classes and predominate over questions affecting only
22 individual class members. Common legal and factual questions include, but are not
23 limited to, whether or not the Products contain two shots of Starbucks brand espresso.

24 44. Typicality: Plaintiff’s claims are typical of the claims of the Classes he
25 seeks to represent in that Plaintiff and members of the Classes were all exposed to the
26 same or substantially similar false and misleading representation, purchased the
27 Products relying on the uniform false and misleading representations, and suffered
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1 losses as a result of such purchases.

2 45. Adequacy: Plaintiff is an adequate representative of the Classes because
3 his interests do not conflict with the interests of the members of the Classes he seeks
4 to represent, he has retained competent counsel experienced in prosecuting class
5 actions, and he intends to prosecute this action vigorously. The interests of the
6 members of the Classes will be fairly and adequately protected by the Plaintiff and his
7 counsel.

8 46. Superiority: A class action is superior to other available means for the fair
9 and efficient adjudication of the claims of the members of the Classes. The size of
10 each claim is too small to pursue individually and each member of the Classes will lack
11 the resources to undergo the burden and expense of individual prosecution of the
12 complex and extensive litigation necessary to establish Defendants' liability.
13 Individualized litigation increases the delay and expense to all parties and multiplies
14 the burden on the judicial system presented by the complex legal and factual issues of
15 this case. Individualized litigation also presents a potential for inconsistent or
16 contradictory judgments. The class action mechanism is designed to remedy harms
17 like this one that are too small in value, although not insignificant, to file individual
18 lawsuits for.

19 47. This lawsuit is maintainable as a class action under Federal Rule of Civil
20 Procedure 23(b)(2) because Defendants have acted or refused to act on grounds that
21 are generally applicable to the class members, thereby making final injunctive relief
22 appropriate with respect to all Classes.

23 48. This lawsuit is maintainable as a class action under Federal Rule of Civil
24 Procedure 23(b)(3) because the questions of law and fact common to the members of
25 the Classes predominate over any questions that affect only individual members, and
26 because the class action mechanism is superior to other available methods for the fair
27 and efficient adjudication of the controversy.

FIRST CLAIM FOR RELIEF
Violation of California's Consumers Legal Remedies Act ("CLRA"),
California Civil Code §§ 1750, et seq.
(for the California Consumer Subclass)

49. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if fully set forth herein.

50. Plaintiff brings this claim individually and on behalf of the members of the proposed California Consumer Subclass against Defendants.

51. The Products are "goods" pursuant to Cal. Civ. Code § 1761(a), and the purchases of the Products by Plaintiff and members of the California Consumer Subclass constitute "transactions" pursuant to Cal. Civ. Code § 1761(e).

52. Cal. Civ. Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have" By marketing each of the Products as a "doubleshot" of "Starbucks" brand "espresso," Defendants have represented and continue to represent that the Products contains two shots of Starbucks brand espresso, when they do not have. Therefore, Defendants have violated section 1770(a)(5) of the CLRA.

53. Cal. Civ. Code § 1770(a)(7) prohibits "[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style of model, if they are another." By marketing each of the Products as a "doubleshot" of "Starbucks" brand "espresso," Defendants have represented and continue to represent that the Products are of a particular standard, quality, and/or grade (contain two shots of Starbucks brand espresso) when they are not of that particular standard, quality, and/or grade. Therefore, Defendants have violated section 1770(a)(7) of the CLRA.

54. Cal. Civ. Code § 1770(a)(9) prohibits "[a]dvertising goods or services with intent not to sell them as advertised." By marketing each of the Products as a "doubleshot" of "Starbucks" brand "espresso," and then intentionally not selling the Products to meet the expectations that they will contain two shots of Starbucks brand espresso, Defendants have violated section 1770(a)(9) of the CLRA.

1 55. At all relevant times, Defendants knew or reasonably should have known
2 that the Products do not contain two shots of Starbucks brand espresso, and that
3 Plaintiff and other members of the California Consumer Subclass would reasonably
4 and justifiably rely on the representation about the Products in purchasing them.

5 56. Plaintiff and members of the California Consumer Subclass reasonably
6 and justifiably relied on Defendants' misleading and fraudulent representations about
7 the Products when purchasing them. Moreover, based on the very materiality of
8 Defendants' fraudulent and misleading conduct, reliance on such conduct as a material
9 reason for the decision to purchase the Products may be presumed or inferred for
10 Plaintiff and members of California Consumer Subclass.

11 57. Plaintiff and members of the California Consumer Subclass suffered
12 injuries caused by Defendants because they would not have purchased the Products or
13 would have paid significantly less for the Products, had they known that Defendants'
14 conduct was misleading and fraudulent.

15 58. Under Cal. Civ. Code § 1780(a), Plaintiff and members of the California
16 Consumer Subclass seek damages, restitution, declaratory and injunctive relief, and all
17 other remedies the Court deems appropriate for Defendants' violations of the CLRA.

18 59. Pursuant to Cal. Civ. Code § 1782, on July 19, 2017, counsel for Plaintiff
19 mailed a notice and demand letter by certified mail, with return receipt requested, to
20 each Defendant.⁶ Defendants each received the notice and demand letter on July 24,
21 2017. Because Defendants have failed to fully rectify or remedy the damages caused
22 within 30 days after receipt of the notice and demand letter, Plaintiff is timely filing
23 this Class Action Complaint for a claim for damages under the CLRA.

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28 ⁶ See Exhibit "A."

SECOND CLAIM FOR RELIEF
Violation of California's Unfair Competition Law ("UCL"),
California Business & Professions Code §§ 17200, et seq.
(for the California Class)

60. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if fully set forth herein.

61. Plaintiff brings this claim individually and on behalf of the members of the proposed California Class against Defendants.

62. UCL §17200 provides, in pertinent part, that "unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising"

63. Under the UCL, a business act or practice is "unlawful" if it violates any established state or federal law.

64. Defendants' false and misleading advertising of the Products therefore was and continues to be "unlawful" because it violates the CLRA, California's False Advertising Law ("FAL"), and other applicable laws as described herein.

65. As a result of Defendants' unlawful business acts and practices, Defendants have and continue to unlawfully obtain money from Plaintiff and members of the California Class.

66. Under the UCL, a business act or practice is "unfair" if the Defendants' conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity of the harm to the alleged victims.

67. Defendants' conduct was and continues to be of no benefit to purchasers of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers who rely on the representations about the Products but do not get what they were expecting. Deceiving consumer about the contents and characteristics of the Products is of no benefit to the consumers, especially when they are paying a premium for the Products. Therefore, Defendants' conduct was and continues to be "unfair."

68. As a result of Defendants' unfair business acts and practices, Defendants have and continue to unfairly obtain money from Plaintiff and members of the California Class.

69. Under the UCL, a business act or practice is “fraudulent” if it actually deceives or is likely to deceive members of the consuming public.

70. Defendants' conduct here was and continues to be fraudulent because it has and will continue to likely deceive consumers into believing that the Products contain two shots of Starbucks brand espresso, when they do not. Because Defendants misled and will likely continue to mislead Plaintiff and members of the California Class, Defendants' conduct was "fraudulent."

71. As a result of Defendants' fraudulent business acts and practices, Defendants have and continue to fraudulently obtain money from Plaintiff and members of the California Class.

72. Plaintiff requests that this Court cause Defendants to restore this unlawfully, unfairly, and fraudulently obtained money to Plaintiff and members of the California Class, to disgorge the profits Defendants made on these transactions, and to enjoin Defendants from violating the UCL or violating it in the same fashion in the future as discussed herein. Otherwise, Plaintiff and members of the California Class may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

THIRD CLAIM FOR RELIEF
Violation of California’s False Advertising Law (“FAL”),
California Business & Professions Code §§ 17500, et seq
(for the California Class)

73. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if fully set forth herein.

74. Plaintiff brings this claim individually and on behalf of the members of the proposed California Class against Defendants.

1 75. California’s FAL makes it “unlawful for any person to make or
2 disseminate or cause to be made or disseminated before the public . . . in any advertising
3 device . . . or in any other manner or means whatever, including over the Internet, any
4 statement, concerning . . . personal property or services professional or otherwise, or
5 performance or disposition thereof, which is untrue or misleading and which is known,
6 or which by the exercise of reasonable care should be known, to be untrue or
7 misleading.” Cal. Bus. & Prof. Code § 17500.

8 76. Defendants have represented and continue to represent to the public,
9 including Plaintiff and members of the California Class, that each of the Products is a
10 “doubleshot” of “Starbucks” brand “espresso.” Defendants’ representation is false and
11 misleading because the Products do not contain two shots of Starbucks brand espresso.
12 Because Defendants have disseminated false and misleading information regarding
13 their Products, and Defendants knew, or should have known through the exercise of
14 reasonable care, that the information was and continues to be false and misleading,
15 Defendants have violated the FAL and continues to do so.

16 77. As a result of Defendants’ false advertising, Defendants have and continue
17 to fraudulently obtain money from Plaintiff and members of the California Class.

18 78. Plaintiff requests that this Court cause Defendants to restore this
19 fraudulently obtained money to Plaintiff and members of the California Class, to
20 disgorge the profits Defendants made on these transactions, and to enjoin Defendants
21 from violating the FAL or violating it in the same fashion in the future as discussed
22 herein. Otherwise, Plaintiff and members of the California Class may be irreparably
23 harmed and/or denied an effective and complete remedy if such an order is not granted.

FOURTH CLAIM FOR RELIEF
Breach of California Express Warranty,
California Commercial Code § 2313
(for the California Class)

79. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if fully set forth herein.

80. Plaintiff brings this claim individually and on behalf of the members of the proposed California Class against Defendants.

81. California Commercial Code § 2313 provides that “(a) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise,” and “(b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.” Cal. Comm. Code § 2313.

82. Defendants have expressly warranted that the Products are each a “doubleshot” of “Starbucks” brand “espresso.” This representation about the Products: (1) is an affirmation of fact or promise made by Defendants, to consumers, that the Products contain two shots of Starbucks brand espresso; (2) became part of the basis of the bargain to purchase the Products; and (3) created an express warranty that the Products would conform to that affirmation of fact or promise. In the alternative, the representation is a description of good, which was made as part of the basis of the bargain to purchase the Products, and which created an express warranty that the Products would conform to the Products’ description.

83. Plaintiff and members of California Class reasonably and justifiably relied on the foregoing express warranty in purchasing the Products, believing that that the Products did in fact conform to the warranty.

84. Within a reasonable amount of time after Plaintiff discovered that Defendants did in fact breach the express warranty, Plaintiff notified Defendants of the breach.

1 85. Defendants have breached the express warranty made to Plaintiff and
2 members of the California Class by failing to formulate, manufacture, and sell the
3 Products to satisfy that warranty.

4 86. Plaintiff and members of the California Class have suffered damages as a
5 direct and proximate result of Defendants' conduct alleged above in that they paid a
6 premium price for the Products but did not obtain the full value of the Products as
7 represented. If Plaintiff and members of the California Class had known of the true
8 nature of the Products, they would not have purchased the Products or would not have
9 been willing to pay the premium price associated with the Products.

10 87. As a result, Plaintiff and members of the California Class suffered injury
11 and deserve to recover all damages afforded under the law.

12 **FIFTH CLAIM FOR RELIEF**
13 **Breach of California Implied Warranty,**
14 **California Commercial Code § 2314**
(for the California Class)

15 88. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if
16 fully set forth herein.

17 89. Plaintiff brings this claim individually and on behalf of the members of
18 the proposed California Class against Defendants.

19 90. California Commercial Code § 2314(1) provides that "a warranty that the
20 goods shall be merchantable is implied in a contract for their sale if the seller is a
21 merchant with respect to goods of that kind." Cal. Comm. Code § 2314(1).

22 91. Furthermore, California Commercial Code § 2314(2) provides that
23 "[g]oods to be merchantable must be at least . . . [c]onform to the promises or
24 affirmations of fact made on the container or label if any." Cal. Comm. Code §
25 2314(2)(f).

26 92. Defendants are merchants with respect to the sale of ready to drink
27 caffeine products, including the Products here. Therefore, a warranty of
28

1 merchantability is implied in every contract for sale of the Products to California
2 consumers.

3 93. In representing on the label and packaging of the Products that the
4 Products are each a “doubleshot” of “Starbucks” brand “espresso”, Defendants have
5 provided a promise or affirmation of fact to California consumers, that the Products
6 each contain two shots of Starbucks brand espresso.

7 94. However, the Products do not contain two shots of Starbucks brand
8 espresso.

9 95. Therefore, Defendants have breached their implied warranty of
10 merchantability regarding the Products.

11 96. Within a reasonable amount of time after Plaintiff discovered that
12 Defendants did in fact breach the implied warranty, Plaintiff notified Defendants of the
13 breach.

14 97. If Plaintiff and members of the California Class had known that the
15 Products did not conform to Defendants’ promise or affirmation of fact, they would not
16 have purchased the Products or would not have been willing to pay the premium price
17 associated with Products. Therefore, as a direct and/or indirect result of Defendants’
18 breach, Plaintiff and members of the California Class have suffered injury and deserve
19 to recover all damages afforded under the law.

20
21 **SIXTH CLAIM FOR RELIEF**
22 **Common Law Fraud**
(for the California Class)

23 98. Plaintiff repeats the allegations set forth in paragraphs 1-48 above as if
24 fully set forth herein.

25 99. Plaintiff brings this claim individually and on behalf of the members of
26 the California Class against Defendants.

27 100. Defendants have willfully, falsely, and knowingly formulated and
28

1 manufactured the Products without two shots of Starbucks brand espresso. Despite the
2 this, however, Defendants have intentionally represented that the Products are each a
3 “doubleshot” of “Starbucks” brand “espresso.” Therefore, Defendants have made an
4 intentional misrepresentation as to the Products.

5 101. Defendants’ misrepresentation was material (i.e., the type of
6 misrepresentations to which a reasonable person would attach importance and would
7 be induced to act thereon in making purchase decisions), because it relates to the
8 composition and characteristics of the Products.

9 102. Defendants knew or recklessly disregarded the fact that the Products did
10 not in fact contain two shots of Starbucks brand espresso.

11 103. Defendants intended that Plaintiff and other consumers rely on this
12 representation, as the representation is made conspicuously on the front panel of the
13 Products’ labels and packaging.

14 104. Plaintiff and members of the California Class have reasonably and
15 justifiably relied on Defendants’ misrepresentation when purchasing the Products and
16 had the correct facts been known, would not have purchased the Products or would not
17 have purchased them at the prices at which they were offered.

18 105. Therefore, as a direct and proximate result of Defendants’ fraud, Plaintiff
19 and members of the California Class have suffered economic losses and other general
20 and specific damages, including but not limited to the amounts paid for the Products,
21 and any interest that would have accrued on those monies, all in an amount to be proven
22 at trial.

23 **SEVENTH CLAIM FOR RELIEF**
24 **Intentional Misrepresentation**
25 ***(for the California Class)***

26 106. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if
27 fully set forth herein.
28

1 107. Plaintiff brings this claim individually and on behalf of the members of
2 the California Class against Defendants.

3 108. Defendants have marketed the Products in a manner indicating that the
4 Products contain two shots of Starbucks brand espresso. However, the Products do not
5 contain two shots of Starbucks brand espresso. Therefore, Defendants have made a
6 misrepresentation as to the Products.

7 109. Defendants' misrepresentation was material (i.e., the type of
8 misrepresentations to which a reasonable person would attach importance and would
9 be induced to act thereon in making purchase decisions), because it relates to the
10 composition and characteristics of the Products.

11 110. At all relevant times when such misrepresentation was made, Defendants
12 knew that the representation was false and misleading, or have acted recklessly in
13 making the representation and without regard to the truth.

14 111. Defendants intended that Plaintiff and other California consumers rely on
15 the representation made about the Products, as the representation is made
16 conspicuously on the front panel of the Products' labels and packaging.

17 112. Plaintiff and members of the California Class have reasonably and
18 justifiably relied on Defendants' intentional misrepresentation when purchasing the
19 Products, and had the correct facts been known, would not have purchased the Products
20 or would not have purchased them at the prices at which they were offered.

21 113. Therefore, as a direct and proximate result of Defendants' intentional
22 misrepresentation, Plaintiff and members of the California Class have suffered
23 economic losses and other general and specific damages, including but not limited to
24 the amounts paid for the Products, and any interest that would have accrued on those
25 monies, all in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF
Negligent Misrepresentation
(for the California Class)

114. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if fully set forth herein.

115. Plaintiff brings this claim individually and on behalf of the members of the California Class against Defendants.

116. Defendants have marketed the Products in a manner indicating that the Products contain two shots of Starbucks brand espresso. However, the Products do not contain two shots of Starbucks brand espresso. Therefore, Defendants have made a misrepresentation as to the Products.

117. Defendants' misrepresentation was material (i.e., the type of misrepresentations to which a reasonable person would attach importance and would be induced to act thereon in making purchase decisions), because it relates to the composition and characteristics of the Products.

118. At all relevant times when such misrepresentation was made, Defendants knew or have been negligent in not knowing that that the representation was false and misleading. Defendants had no reasonable grounds for believing their representation was not false and misleading.

119. Defendants intended that Plaintiff and other California consumers rely on the representation made about the Products, as the representation is made conspicuously on the front panel of the Products' labels and packaging.

120. Plaintiff and members of the California Class have reasonably and justifiably relied on Defendants' negligent misrepresentation when purchasing the Products, and had the correct facts been known, would not have purchased the Products or would not have purchased them at the prices at which they were offered.

121. Therefore, as a direct and proximate result of Defendants' negligent misrepresentation, Plaintiff and members of the California Class have suffered

1 economic losses and other general and specific damages, including but not limited to
2 the amounts paid for the Products, and any interest that would have accrued on those
3 monies, all in an amount to be proven at trial.

4
5 **NINTH CLAIM FOR RELIEF**
6 **Quasi Contract/Unjust Enrichment/Restitution**
7 ***(for the California Class)***

8 122. Plaintiff repeats the allegations contained in paragraphs 1-48 above as if
9 fully set forth herein.

10 123. Plaintiff brings this claim individually and on behalf of the members of
11 the California Class against Defendants.

12 124. As alleged herein, Defendants intentionally, recklessly, and negligently
13 made a misleading representation about the Products to Plaintiff and members of the
14 California Class to induce them to purchase the Products. Plaintiff and members of the
15 California Class have reasonably relied on the misleading representation and have not
16 received all of the benefits promised by Defendants. Plaintiff and members of the
17 California Class therefore have been induced by Defendants' misleading and false
18 representations about the Products, and paid for them when they would and/or should
19 not have, or paid more money to Defendants for the Products than they otherwise would
20 and/or should have paid.

21 125. Plaintiff and members of the California Class have conferred a benefit
22 upon Defendants as Defendants have retained monies paid to them by Plaintiff and
23 members of the California Class.

24 126. The monies received were obtained under circumstances that were at the
25 expense of Plaintiff and members of the California Class – i.e., Plaintiff and members
26 of the California Class did not receive the full value of the benefit conferred upon
27 Defendants.

28 127. Therefore, it is inequitable and unjust for Defendants to retain the profit,

1 benefit, or compensation conferred upon them without paying Plaintiff and the
2 members of the California Class back for the difference of the full value of the benefit
3 compared to the value actually received.

4 128. As a direct and proximate result of Defendants' unjust enrichment,
5 Plaintiff and members of the California Class are entitled to restitution, disgorgement,
6 and/or the imposition of a constructive trust upon all profits, benefits, and other
7 compensation obtained by Defendants from their deceptive, misleading, and unlawful
8 conduct as alleged herein.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
12 situated, seeks judgment against Defendants, as follows:

13 a) For an order certifying the California Class and the California
14 Consumer Subclass under Rule 23 of the Federal Rules of Civil Procedure; naming
15 Plaintiff as representative of the Classes; and naming Plaintiff's attorneys as Class
16 Counsel to represent all Classes.

17 b) For an order declaring that Defendants' conduct violates the statutes
18 and laws referenced herein;

19 c) For an order finding in favor of Plaintiff, and all Classes, on all counts
20 asserted herein;

21 d) For an order awarding all damages, in amounts to be determined by the
22 Court and/or jury;

23 e) For prejudgment interest on all amounts awarded;

24 f) For interest on the amount of any and all economic losses, at the
25 prevailing legal rate;

26 g) For an order of restitution and all other forms of equitable monetary
27 relief;

- 1 h) For injunctive relief as pleaded or as the Court may deem proper;
- 2 i) For an order awarding Plaintiff and the Classes their reasonable
- 3 attorneys' fees, expenses and costs of suit, including as provided by statute; and
- 4 j) For any other such relief as the Court deems just and proper.
- 5

6 **DEMAND FOR TRIAL BY JURY**

7 Plaintiff demands a trial by jury on all issues so triable.

8

9 Dated: September 1, 2017

FARUQI & FARUQI, LLP

By: /s/ Benjamin Heikali
Benjamin Heikali, Bar No. 307466
10866 Wilshire Blvd., Suite 1470
Los Angeles, CA 90024
Telephone: 424.256.2884
Fax: 424.256.2885
E-mail: bheikali@faruqilaw.com

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CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Oliver Naimi, declare as follows:

1. I am the Plaintiff in this action and a citizen of the State of California. I have personal knowledge of the facts stated herein and, if called as a witness, I could testify competently thereto.

2. This Class Action Complaint is filed in the proper place of trial because I purchased the Products in this District and Defendants conduct a substantial amount of business in this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on August 8, 2017 at Los Angeles, California.



Oliver Naimi

EXHIBIT A



FARUQI & FARUQI
LLP
ATTORNEYS AT LAW

NEW YORK

CALIFORNIA

DELAWARE

PENNSYLVANIA

BARBARA A. ROHR
brohr@faruqilaw.com

July 19, 2017

Via Certified U.S. Mail
Return Receipt Requested

Starbucks Corporation
2401 Utah Avenue South
Seattle, WA 98134

Starbucks New Venture Company
2401 Utah Avenue South
Seattle, WA 98134

PepsiCo, Inc.
700 Anderson Hill Road
Purchase, NY 10577

North American Coffee Partnership
700 Anderson Hill Road
Purchase, NY 10577

Re: *Class Action Notification and Pre-Lawsuit Demand Pursuant to California Civil Code Section 1782 and All Other Applicable Laws Requiring Pre-Suit Notice Concerning Starbucks Doubleshot® Espresso*

To Whom It May Concern:

Please be advised that Faruqi & Faruqi, LLP represents Oliver Naimi and Thomas Wessel ("Clients"), purchasers of canned Starbucks Doubleshot® Espresso products (the "Products"). Our Clients seek to represent a class of consumers like themselves (the "Class") who, within the relevant time period,¹ purchased any of the Products.² This letter provides Starbucks Corporation, Starbucks New Venture Company, PepsiCo, Inc., and the North American Coffee Partnership (the "Defendants") with notice and demand for corrective action. All further communications intended for our Clients must be directed through this office. Furthermore, this demand and notice letter is meant to comply with the requirements of Cal. Civ. Code §1782, and all other laws requiring a pre-suit demand and notice prior to litigation, on behalf of our Clients and all others similarly situated should this matter proceed to litigation.

¹ From four years prior to the date of a prospective complaint filed by our Clients.

² The Products include, but are not limited to: (1) Starbucks Doubleshot® Espresso – Espresso & Cream; (2) Starbucks Doubleshot® Espresso – Espresso & Cream Light; (3) Starbucks Doubleshot® Espresso – Cubano; and (4) Starbucks Doubleshot® Espresso – Espresso & Salted Caramel Cream.



FARUQI & FARUQI
LLP
ATTORNEYS AT LAW

Starbucks Corporation
PepsiCo, Inc.
Starbucks New Venture Company
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During the relevant time period, Defendants and/or their agents have formulated, manufactured, labeled, packaged, marketed, advertised, distributed and sold each of the Products as a “Doubleshot” of “Starbucks” brand “Espresso.” However, the Products do not contain two shots of Starbucks espresso, as evidenced *inter alia* by the amount of caffeine contained in the Products. As noted on the Starbucks website, both a Starbucks Doppio espresso and a Tall Starbucks Doubleshot® on Ice Beverage, both sold over the counter at Starbucks stores, both contain two shots of Starbucks espresso and both contain approximately 150mg of caffeine.³ However, the Products contain significantly less than 150mg of caffeine.

At least in 2015 through 2017, Mr. Naimi, a consumer residing in California, purchased the Products in Los Angeles County, California. At least in 2016 through 2017, Mr. Wessel, a consumer residing in New York, purchased the Products in Westchester County, New York. Our Clients purchased the Products, reasonably relying on the description of each Product as a “Doubleshot” of “Starbucks” brand “Espresso,” and reasonably believing that each Product contained two shots of Starbucks brand espresso.⁴ However, the Products do not contain two shots of Starbucks espresso, as evidenced by the amount of caffeine contained in the Products.

These business practices violate several California consumer protection statutes and laws. Pursuant to Cal. Civ. Code §1782(a)(1), our Clients and the Class further provide notice that they believe Defendants have violated, and continue to violate the California Consumers Legal Remedies Act (“CLRA”), and specifically Cal. Civ. Code §1770, in at least the following manner:

1. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have (Section 1770(a)(5));
2. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another (Section 1770(a)(7)); and
3. Advertising goods or services with intent not to sell them as advertised (Section 1770(a)(9)).

³ <https://www.starbucks.com/menu/drinks/espresso/starbucks-doubleshot-on-ice#size=1117373&milk=63&sweetened=1> (last visited on July 19, 2017).

<https://www.starbucks.com/menu/drinks/espresso/espresso-shot#size=21> (last visited on July 19, 2017).

⁴ The deception is exacerbated by the fact that the caffeine content for each of the Products is not listed on the labeling or packaging of the Products.



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LLP
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Starbucks Corporation
PepsiCo, Inc.
Starbucks New Venture Company
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Additionally, these business practices violate, *inter alia*, several New York statutes and laws. Pursuant to N.Y. U.C.C. § 2-607, our Clients and the Class further provide notice that they believe Defendants have violated, and continue to violate N.Y. U.C.C. §§ 2-313 and 2-314, in at least the following manner:

1. Breach of express warranty that the Products contain two shots of Starbucks espresso.
2. Breach of implied warranty that the Products contain two shots of Starbucks espresso.

This letter not only serves as notification of Defendants' alleged violations of Cal. Civ. Code § 1770, *et seq.* and N.Y. U.C.C. §§ 2-313 and 2-314 as outlined above, but also as our Clients' demand, and all others similarly situated, that Defendants immediately correct, repair, refund and otherwise rectify the violations of Cal. Civ. Code § 1770 and N.Y. U.C.C. §§ 2-313 and 2-314, and the other statutes and causes of action referenced herein, on a class-wide basis.

It is our opinion that Defendants have also violated and continue to violate California Business and Professions Code Sections 17200 and 17500, the New York Consumer Protection From Deceptive Trade Practices Act, N.Y. Gen. Bus. § 349, *et seq.*, in addition to common law and other statutory violations.

To cure the harmful conduct noted herein, we demand that Defendants: (1) cease and desist from advertising and selling the Products in a false and misleading manner; (2) issue an immediate recall of the Products; and (3) make full restitution to the Class of all money obtained from the sales thereof.

We further demand that Defendants preserve all documents, emails, other electronically stored information and other evidence which refer or relate to any of the above-described practices, including, but not limited to:

1. All documents concerning the formulation, development and/or testing of the Products;
2. All documents concerning the testing of the caffeine content of the Products as well as all Starbucks drinks and bottled products containing espresso;
3. All documents concerning the manufacturing, packaging, labeling, advertisement, promotion, marketing, distribution, and sale of the Products;
4. All documents concerning communications with any individual involved in the development, testing, packaging, labeling, advertisement, promotion, marketing, distribution, and sale of the Products;



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- LLP
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Starbucks Corporation
PepsiCo, Inc.
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5. All documents concerning communications with purchasers of the Products;
6. All documents concerning the sales volume of the Products (in units and/or dollars), and the revenues derived therefrom; and
7. All documents concerning the identities and location of potential class members who purchased the Products.

Further, this letter serves as a thirty (30) day notice and demand requirement under Cal. Civ. Code §1782 for damages. Accordingly, should Defendants fail to rectify the unfair and deceptive scheme within thirty (30) days of receipt of this letter, our Clients will file a class action complaint for actual damages, punitive damages, and all other damages permitted under the CLRA and the other statutes and causes of action available to them, along with interest, attorneys' fees and costs for Defendants' violations.

We are willing to discuss an appropriate way to remedy the demands asserted in this letter. If Defendants wish to enter into such a discussion, please contact our firm immediately. If we do not hear from Defendants promptly, we will conclude that Defendants are not interested in resolving this dispute short of litigation in the form of a class action lawsuit. If Defendants contend that any statement in this letter is inaccurate in any respect, please provide our firm with Defendants' contentions and supporting documents promptly.

Please contact the undersigned if there are any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbara A. Rohr', written in a cursive style.

Barbara A. Rohr

cc: Timothy J. Peter
Ben Heikali

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\$2.75

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.70

Total Postage and Fees \$6.80

\$

Sent To

STARBUCKS CORPORATION

Street and Apt. No., or PO Box No.

2401 UTAH AVENUE SOUTH

City, State, ZIP+4® SEATTLE, WA 98134

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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1. Article Addressed to:

STARBUCKS CORPORATION
2401 Utah Avenue South
SEATTLE, WA 98134


9590 9402 3075 7124 6199 75

2. Article Number (Transfer from service label)

17 0530 0001 0838 6544

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY
A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Josh Miguel

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

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USPS
Permit No. G-10

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Faruqi & Faruqi, LLP
10866 Wilshire Boulevard, Ste 1470
Los Angeles, CA 90024


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[FAQs > \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)[Track Another Package +](#)[Remove X](#)**Tracking Number:** 70170530000108386544**Delivered**

Product & Tracking Information

[See Available Actions](#)**Postal Product:**
First-Class Mail®**Features:**
Certified Mail™**See tracking for related item:** 9590940230757124619975 (/go/TrackConfirmAction?tLabels=9590940230757124619975)

DATE & TIME	STATUS OF ITEM	LOCATION
July 24, 2017, 11:39 am	Delivered, Left with Individual	SEATTLE, WA 98134
Your item was delivered to an individual at the address at 11:39 am on July 24, 2017 in SEATTLE, WA 98134.		
July 22, 2017, 9:11 am	Business Closed	SEATTLE, WA 98134
July 22, 2017, 2:26 am	Departed USPS Regional Destination Facility	SEATTLE WA DISTRIBUTION CENTER
July 21, 2017, 10:10 am	Arrived at USPS Regional Destination Facility	SEATTLE WA DISTRIBUTION CENTER
See More ▼		

Available Actions

Text Updates	▼
Email Updates	▼

[See Less](#) ^

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SEATTLE, WA 98134

Certified Mail Fee	\$3.35
Extra Services & Fees (check box, add fee as appropriate)	\$0.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.70
Total Postage and Fees	\$6.80

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17Postmark
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07/19/2017

Sent To
STARBUCKS NEW VENTURE COMPANY
 Street and Apt. No., or PO Box No.
2401 UTAH AVENUE SOUTH
 City, State, ZIP+4®
SEATTLE, WA 98134

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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**STARBUCKS NEW VENTURE
 COMPANY
 2401 UTAH AVENUE SOUTH
 SEATTLE, WA 98134**



9590 9402 3075 7124 6199 68

2. Article Number (Transfer from service label)

17 0530 0001 0838 6551

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature

X *[Signature]*
☐ Agent
☐ Addressee

B. Received by (Printed Name)

Josn Mique

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING#

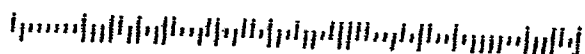
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Tracking Number: 70170530000108386551



Delivered

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®Features:
Certified Mail™

See tracking for related item: 9590940230757124619968 (/go/TrackConfirmAction?tLabels=9590940230757124619968)

DATE & TIME	STATUS OF ITEM	LOCATION
July 24, 2017, 11:39 am	Delivered, Left with Individual	SEATTLE, WA 98134
Your item was delivered to an individual at the address at 11:39 am on July 24, 2017 in SEATTLE, WA 98134.		
July 22, 2017, 9:11 am	Business Closed	SEATTLE, WA 98134
July 22, 2017, 2:26 am	Departed USPS Regional Destination Facility	SEATTLE WA DISTRIBUTION CENTER
July 21, 2017, 10:10 am	Arrived at USPS Regional Destination Facility	SEATTLE WA DISTRIBUTION CENTER
See More		

Available Actions

Text Updates	▼
Email Updates	▼

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Extra Services & Fees (check box, add fee as appropriate)
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postmark
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Postage \$0.70

07/19/2017

Total Postage and Fees \$6.80

Sent To **PEPSICO, INC.**

Street and Apt. No., or PO Box No.

700 ANDERSON HILL ROAD

City, State, ZIP+4® **PURCHASE, NY 10577**

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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700 ANDERSON HILL ROAD
PURCHASE, NY 10577



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2. Article Number (Transfer from service label)

7 0530 0001 0838 6568

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING®



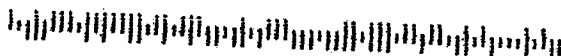
9590 9402 3075 7124 6199 82

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

United States
 Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

Faruqi & Faruqi, LLP
10866 Wilshire Boulevard, Ste 1470
Los Angeles, CA 90024



435770

USPS Tracking® Results

[FAQs > \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)[Track Another Package +](#)[Remove X](#)**Tracking Number:** 70170530000108386568**Delivered**

Product & Tracking Information

[See Available Actions](#)**Postal Product:**
First-Class Mail®**Features:**
Certified Mail™**See tracking for related item:** 9590940230757124619982 (/go/TrackConfirmAction?tLabels=9590940230757124619982)

DATE & TIME	STATUS OF ITEM	LOCATION
July 24, 2017, 9:05 am	Delivered	PURCHASE, NY 10577
Your item was delivered at 9:05 am on July 24, 2017 in PURCHASE, NY 10577.		
July 22, 2017, 9:19 am	Business Closed	PURCHASE, NY 10577
July 22, 2017, 8:54 am	Available for Pickup	PURCHASE, NY 10577
July 22, 2017, 8:44 am	Sorting Complete	PURCHASE, NY 10577
See More ▼		

Available Actions

Text Updates	▼
Email Updates	▼

[See Less ^](#)

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.[FAQs \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.

PURCHASE, NY 10577 OFFICIAL USE

Certified Mail Fee \$3.35
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.70
 Total Postage and Fees \$6.80

0025
 17
 Postmark
 Here
 07/19/2017

Sent To
 NORTH AMERICAN COFFEE PARTNERSHIP
 Street and Apt. No., or PO Box No.
 700 ANDERSON HILL ROAD
 City, State, ZIP+4® PURCHASE, NY 10577

PS Form 3841, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NORTH AMERICAN COFFEE
 PARTNERSHIP
 700 ANDERSON HILL ROAD
 PURCHASE, NY 10577



9590 9402 3075 7124 6199 51

2. Article Number (Transfer from service label)

17 0530 0001 0838 6537

PS Form 3841, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Gregory Roland

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input checked="" type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING®



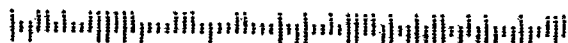
9590 9402 3075 7124 6199 51

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

Faruqi & Faruqi, LLP
 10866 Wilshire Boulevard, Ste 1470
 Los Angeles, CA 90024

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10



USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 70170530000108386537



Delivered

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®**Features:**
Certified Mail™**See tracking for related item:** 9590940230757124619951 (/go/TrackConfirmAction?tLabels=9590940230757124619951)

DATE & TIME	STATUS OF ITEM	LOCATION
July 24, 2017, 9:05 am	Delivered	PURCHASE, NY 10577
Your item was delivered at 9:05 am on July 24, 2017 in PURCHASE, NY 10577.		
July 22, 2017, 9:19 am	Business Closed	PURCHASE, NY 10577
July 22, 2017, 8:54 am	Available for Pickup	PURCHASE, NY 10577
July 22, 2017, 8:44 am	Sorting Complete	PURCHASE, NY 10577
See More		

Available Actions

Text Updates	▼
Email Updates	▼

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)