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12  
13 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15  
16 CRYSTAL ARTERBERRY, an individual;  
17 BAVERLY BLAKENEY, an individual;  
ABIGAIL QUINTANA, an individual; and  
18 CHRISTINA REILLY, an individual, on  
behalf of themselves and all others  
19 similarly situated,

20 Plaintiffs,

21 v.

22 PEET'S COFFEE, INC., a Virginia  
corporation; and DOES 1 through 100,  
23 inclusive,

24 Defendants.

No. **23STCV30967**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

25  
26 **COMPLAINT**

27 Plaintiffs Crystal Arterberry; Beverly Blakeney; Abigail Quintana; and Christina Reilly, by  
28 and through their undersigned counsel, on their own behalf and on behalf of all other entities and

1 persons similarly situated (residents of California only) (collectively, “Plaintiffs”), sue Peet’s  
2 Coffee, Inc. (“Peets”) and DOES 1 through 100 (“Doe Defendants”) (Peets and Doe Defendants  
3 are collectively referred to herein simply as the “Defendants”) and for this Complaint, allege upon  
4 information and belief, and based on the investigation to date of their counsel, as follows:

### 5 INTRODUCTION

6 1. This is a class action brought for the benefit and protection of Plaintiffs, and all other  
7 similarly situated consumers who are residents of California and who have visited, used, or  
8 completed sales transactions through the websites and mobile applications, including but not  
9 limited to Peets.com (the “Platforms”).

10 2. By way of this action, Plaintiffs, and all others similarly situated, seek damages,  
11 restitution, injunctive relief, public injunctive relief, and other relief necessitated by Defendants’  
12 unlawful and unfair actions in violation of California Civil Code section 1670.8 and California  
13 Business and Professions Code section 17200; Plaintiffs on behalf of themselves and all others  
14 similarly situated seek an order permanently enjoining Defendants from engaging in these ongoing  
15 unlawful and unfair practices, and civil penalties and damages available under California law.

16 3. Because of the current power of the internet and social media platforms to publicize  
17 a company’s offerings of goods or services—and the potential harm to corporate interests when  
18 negative consumer statements “go viral”—Defendants have a significant incentive to minimize the  
19 negative publicity they receive, including in the form of negative online reviews and comments.  
20 Some companies have gone so far as to attempt to prohibit customers and potential customers from  
21 making negative statements about the goods or services they offer, to the detriment of consumers,  
22 potential consumers, and the public of the State of California. Fortunately, California Civil Code  
23 section 1670.8 was enacted to protect the right of California consumers to voice their opinions,  
24 observations, and experiences about the products and services delivered or offered to California  
25 consumers, as well as the citizens of the State of California. The California Legislature reasonably  
26 and correctly determined that such freedom is important to keep the public informed and keep large  
27 corporations honest about the quality of the goods or services they offer to consumers.

1           4.       Section 1670.8(a) provides as follows: “(1) **A contract or proposed contract** for  
2 the sale or lease of consumer goods or services **may not include a provision waiving the**  
3 **consumer’s right to make any statement** regarding the seller or lessor or its employees or agents,  
4 or concerning the goods or services” and “(2) **It shall be unlawful to threaten or seek to enforce**  
5 **a provision made unlawful under this section, or to otherwise penalize a consumer for making**  
6 **any statement protected under this section.**” Section 1670.8’s protections are so important that  
7 the statute expressly provides that “**any waiver of the provisions of this section is contrary to**  
8 **public policy, and is void and unenforceable.**”

9           5.       According to its own online content, Peets informs its customers that it offers its  
10 Platforms “to allow you to shop for coffee, tea and other products online, to locate Peet’s products  
11 and retail locations, licensed locations, and grocery stores, and to help you learn more about Peet’s  
12 and how our coffees and teas are grown, purchased, roasted, and blended.” In order to use and  
13 benefit from Defendants’ Platforms, visitors and users of the Platforms are informed that they must  
14 agree to Peets’ Terms and Conditions of Use (“Conditions”). In fact, Defendants assert that simply  
15 by visiting, shopping on, or using their Platforms, users have agreed to be bound by the Conditions.

16           6.       While conducting substantial business with California consumers, the Conditions  
17 Defendants impose upon Peets’ customers and prospective customers clearly violate Section  
18 1670.8. Pursuant to the Conditions that Defendants impose upon their customers for the privilege  
19 of accessing the goods and/or services offered and promoted on the Platforms, Peets requires users  
20 to agree to “not submit content to the [Platforms] or use [them] in any manner that. . . [i]s intended  
21 to cause commercial harm to us or to benefit a third party at our expense.” Peets’ Conditions,  
22 moreover, require users to agree not to mention any of Peets’ products or brands by name, including  
23 without limitation Peet’s, Pett’s Coffee & Tea, Major Dickinson’s Blend, and others, “in any  
24 manner...that would disparage” Peets’ products or brands.

25           7.       Defendants’ conduct is unlawful, including among other reasons, because it is aimed  
26 to stifle California consumers’ right to free speech, and the right of the California public to hear  
27 lawful discourse. Defendants’ strong-arm tactics to silence injured parties were and continue to be  
28 intentionally exercised to protect Defendants’ self-promoting public image for commercial and

1 other benefits. Defendants' unlawful business practices, purposefully designed to maintain and  
2 increase its consumers and prop up its stock price, all while denying public, consumers, and  
3 potential consumers accurate information so that they may make informed decisions as consumers.

4 8. By way of these provisions, Peets seeks to have users waive their right as consumers  
5 to make negative statements regarding Peets or its employees, agents, goods or services, and further  
6 threatens to penalize consumers for making such statements. These unlawful restrictions—imposed  
7 by Defendants against their own customers and prospective customers—is an important component  
8 of Peets' business strategy, which relies upon the popularity of its product offerings nationwide to  
9 generate significant revenues and profits. But Defendants' efforts to silence their customers and  
10 prospective customers is clearly prohibited by California law, thereby subjecting Defendants to  
11 significant penalties, as described herein.

#### 12 **JURISDICTION AND VENUE**

13 9. This Court has jurisdiction over the claims and causes of action asserted herein  
14 because such claims arise solely and specifically out of Defendants' unlawful business practices  
15 within the State of California and relate to at least one statute—California Civil Code section  
16 1670.8—that was designed to protect California's citizens, the application of which is exclusively  
17 a matter for the courts of this State. Peets' principal place of business and home office is located  
18 in Emeryville, California.

19 10. Venue is proper in this Court because: Defendants transact business in California  
20 and in the County of Los Angeles based on Plaintiffs' use of the Platforms in this County;  
21 Defendants have committed unlawful acts in the County by and through the Platforms and  
22 associated business transactions within the County; and a substantial part of the events giving rise  
23 to the claims alleged herein occurred in this County, where at least one of the Plaintiffs reside.

#### 24 **THE PARTIES**

25 11. At all relevant times, Plaintiff Crystal Arterberry was and has been a citizen of the  
26 State of California and a resident of Los Angeles County. Arterberry is an individual who visited,  
27 used, and completed sales transactions on the Platforms within the applicable limitations period in  
28 Los Angeles County in the State of California.

1           12.     At all relevant times, Plaintiff Beverly Blakeney was and has been a citizen of the  
2 State of California. Blakeney is an individual who visited, used, and completed sales transactions  
3 on the Platforms within the applicable limitations period in Contra Costa County in the State of  
4 California.

5           13.     At all relevant times, Plaintiff Abigail Quintana was and has been a citizen of the  
6 State of California. Quintana is an individual who visited, used, and completed sales transactions  
7 on the Platforms within the applicable limitations period in Orange County in the State of  
8 California.

9           14.     At all relevant times, Plaintiff Christina Reilly was and has been a citizen of the  
10 State of California. Reilly is an individual who visited, used, and completed sales transactions on  
11 the Platforms within the applicable limitations period in San Diego County in the State of  
12 California.

13           15.     Upon information and belief, Defendant Peets is a Virginia corporation with its  
14 principal business office in Emeryville, California and which conducts business in the state of  
15 California with California citizens. Defendants develop, market, and sell a wide variety of goods  
16 and services. Defendants operate in California and generate sales through the Platforms.

17           16.     The true names and/or capacities, whether individual, corporate, partnership,  
18 associate, governmental, or otherwise, of the Doe Defendants, inclusive, and each of them, are  
19 unknown to Plaintiffs at this time, who therefore sues said Doe Defendants by such fictitious names.  
20 Plaintiffs are informed and believe, and thereon allege, that each defendant designated herein as a  
21 Doe Defendant caused injuries and damages proximately thereby to Plaintiffs as hereafter alleged,  
22 and that each Doe Defendant is liable to Plaintiffs for the acts and omissions alleged herein below,  
23 and the resulting injuries to Plaintiffs, and damages sustained by Plaintiffs. Plaintiffs will amend  
24 this Complaint to allege the true names and capacities of said Doe Defendants when that same is  
25 ascertained.

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1 **FACTS COMMON TO ALL CLASS MEMBERS**

2 17. At all relevant times, Defendants were and currently are in the business of  
3 advertising, promoting, marketing, selling, and distributing consumer products and services  
4 through the Platforms, which Platforms are targeted to, and accessible by the citizenry of California.

5 18. Peets is well-aware that its public image is vital to maintaining and gaining  
6 customers. If the public sees content posted by users that may be disparaging to Peets, and/or any  
7 of its partners, and/or any its employees, and/or concerning any of its goods or services, then its  
8 current customers and/or prospective customers may shift to a competitor, ultimately resulting in  
9 loss of business and loss of revenue.

10 19. Thus, in order to maintain a positive public image, Peets has engaged in an  
11 intentional business strategy to silence each and every customer or potential customer who visits  
12 its Platforms by purporting to bind users to its Conditions—immediately upon accessing its  
13 Platforms.

14 20. Specifically, Defendants’ Conditions provide that all potential customers that use  
15 the Platforms must agree to “not submit content to the [Platforms] or use [them] in any manner that  
16 . . . [i]s intended to cause commercial harm to us or to benefit a third party at our expense.”

17 21. Peets’ Conditions, moreover, require users to agree not to mention any of Peets’  
18 products or brands by name, including without limitation Peet’s, Pett’s Coffee & Tea, Major  
19 Dickinson’s Blend, and others, “in any manner . . . that would disparage” Peets’ products or brands.

20 22. Defendants have sold and continue to sell millions of products to California  
21 consumers through its Platforms.

22 23. In doing so, Defendants have and continue to engage in unlawful and unfair conduct,  
23 that is contrary to public policy and in violation of California Civil Code section 1670.8 and  
24 California Business and Professions Code section 17200.

25 24. Each of the Plaintiffs specifically identified herein, and millions more similarly  
26 situated persons in the State of California, have visited the Platforms—either as consumers or  
27 potential consumers—and thus have ostensibly been subjected to the unlawful Terms.

28

1 CLASS ACTION ALLEGATIONS

2 25. Pursuant to California Code of Civil Procedure section 382, Plaintiffs bring this  
3 class action on their own behalf and on behalf of all other similarly situated consumers in California.

4 The proposed class is defined as follows:

5 a. With respect to Count I below, during the fullest period allowed by law, all persons  
6 residing in California who, visited, used, or completed sales transactions on the  
7 Platforms (“Class”); and

8 b. With respect to Count II below, a subclass of the Class, during the fullest period allowed  
9 by law, all persons residing in California, who completed sales transactions on the  
10 Platforms (“Subclass”).

11 26. Like Plaintiffs, all Class members are California residents who visited, used, or  
12 completed sales transactions on the Platforms and who were subject to the Conditions that limit  
13 their right as consumers to make statements regarding Defendants, their employees or agents, or  
14 concerning the goods or services.

15 27. Excluded from the Class are assigned judges and members of their families within  
16 the first degree of consanguinity; Defendants; and Defendants’ subsidiaries, affiliates, officers, and  
17 directors.

18 28. The requirements of Code of Civil Procedure section 382 are satisfied for the  
19 proposed Class.

20 29. The proposed Class is so numerous that individual joinder of all the members is  
21 impracticable because members of the Class number in the tens or hundreds of thousands. The  
22 precise number of Class members and their identities are unknown to Plaintiffs at this time but are  
23 objectively ascertainable and will be determined through appropriate discovery and other readily  
24 available means.

25 30. Defendants possess objective evidence as to the identity of each Class member and,  
26 to a reasonable degree of certainty, the harm suffered by each Class member, including without  
27 limitation web traffic data evidencing visits to and sales on the Platforms, sales receipts, phone  
28

1 numbers, names, rewards accounts data, credit card data, customer service complaint  
2 forms/emails/date, and other evidence which objectively identifies class members.

3 31. Class members may be notified of the pendency of this action by mail, publication  
4 and/or through the records of Defendants.

5 32. There are common questions of law and fact affecting Plaintiffs and Class members.  
6 Common legal and factual questions include, but are not limited to:

7 a. Whether each imposition of Defendants' Terms upon members of the Class constitutes a  
8 violation of the provisions of California Civil Code section 1670.8 and, if so, whether each such  
9 violation is a "willful, intentional, or reckless" violation;

10 b. Whether Defendants' Terms are unlawful, contrary to public policy, void and/or  
11 unenforceable;

12 c. Whether by the misconduct set forth in this Complaint, Defendants engaged and continue  
13 to engage in unfair, fraudulent, or unlawful business practices;

14 d. Whether the Class is entitled to recover statutory attorney's fees;

15 e. Whether Class members are entitled to civil penalties; and

16 f. Whether, as a result of Defendants' misconduct alleged herein, Plaintiffs and Class  
17 members are entitled to restitution, injunctive, public injunctive and/or monetary relief and, if so,  
18 the amount and nature of such relief.

19 33. Plaintiffs' claims are typical of the claims of the proposed Class because the rights  
20 of Plaintiffs and Class members were violated in the same manner by the same conduct.

21 34. Plaintiffs and Class members are all entitled to recover statutory penalties and other  
22 relief arising out of Defendants' violations of statutory law alleged herein.

23 35. Plaintiffs will fairly and adequately represent and protect the interests of the Class.

24 36. Plaintiffs' interests do not conflict with the interests of the Class they seek to  
25 represent. Plaintiffs have retained counsel competent and experienced in prosecuting class actions,  
26 and Plaintiffs intend to vigorously prosecute this action.

27 37. The class mechanism is superior to other available means for the fair and efficient  
28 adjudication of the claims of Plaintiffs and Class members.



1           38.     Given the relative value of statutory penalties available to any of the individual Class  
2 members, individual litigation is not practicable.

3           39.     Individual Class members will not wish to undertake the burden and expense of  
4 individual cases.

5           40.     In addition, individualized litigation increases the delay and expense to all parties  
6 and multiplied the burden on the judicial system. Individualized litigation also presents the potential  
7 for inconsistent or contradictory judgments.

8           41.     In contrast, the class action device presents far fewer management difficulties and  
9 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by  
10 a single court.

11          42.     Questions of law and fact common to all Class members predominate over any  
12 questions affecting only individual Class members. Injuries sustained by Plaintiffs and Class  
13 members flow, in each instance, from a common nucleus of operative facts as set forth above.

14          43.     In each case, Defendants' actions caused harm to all Class members as a result of  
15 such conduct. The resolution of these central issues will be the focus of the litigation and  
16 predominate over any individual issues.

17          44.     Proposed Class counsel possesses the knowledge, experience, reputation, ability,  
18 skill, and resources to represent the Class and should be appointed lead counsel for the Class.

19                   **COUNT I— VIOLATION OF CIVIL CODE SECTION 1670.8**

20          45.     Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 47 of their  
21 Complaint. Plaintiffs assert this first cause of action on behalf of themselves and all other similarly  
22 situated persons residing in California who visited or used the Platforms.

23          46.     Defendants are in the business of selling consumer goods and services.

24          47.     Plaintiffs and Class members purchased used, visited, or completed transactions for  
25 goods or services from Defendants via the Platforms.

26          48.     Defendants' Conditions provide that all potential customers that use the Platforms  
27 must agree to "not submit content to the [Platforms] or use [them] in any manner that. . . [i]s  
28 intended to cause commercial harm to us or to benefit a third party at our expense."

1           49. Peets' Conditions, moreover, require users to agree not to mention any of Peets'  
2 products or brands by name, including without limitation Peet's, Pett's Coffee & Tea, Major  
3 Dickinson's Blend, and others, "in any manner...that would disparage" Peets' products or brands.

4           50. By visiting, using, or making purchases on the Platforms, Defendants purport to  
5 have charged Plaintiffs and Class members with having read, understood, and agreed to be bound  
6 by the Conditions.

7           51. By way of these restrictive Conditions, Defendants intentionally, willfully, or  
8 recklessly sought to have Plaintiffs and the Class members waive their right as consumers to make  
9 statements regarding Defendants, their employees or agents, or concerning the goods or services,  
10 which restriction is prohibited under California Civil Code 1670.8 and is contrary to public policy.

11           52. Defendants have repeatedly violated California Civil Code 1670.8 in relation to each  
12 of the Plaintiffs and Class members and their respective visits, uses, or transactions on the  
13 Platforms.

14           53. Defendants' conduct has caused Plaintiffs and Class members to suffer harm.

15           54. Plaintiffs and Class members are entitled to restitutionary and injunctive relief,  
16 including public injunctive relief.

17           55. Plaintiffs and Class members are also entitled to civil penalties for Defendants'  
18 violations of Civil Code 1670.8.

19           **COUNT II—VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

20           56. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 57 of their  
21 Complaint. Plaintiffs assert this second cause of action on behalf of themselves and all other  
22 similarly situated within the Subclass.

23           57. By engaging in the above-described conduct, Defendants, and each of them, acted  
24 in a manner that is unlawful and unfair—including by virtue of the fact that their conduct violates  
25 California Civil Code section 1670.8—and have thus engaged in unfair and unlawful business  
26 practices to the extreme detriment of Plaintiffs and Subclass members, which conduct is prohibited  
27 under California Business & Professions Code sections 17200, et seq.

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1 58. Defendants' unlawful and unfair conduct has allowed for Defendants to enrich  
2 themselves at the expense of Plaintiffs and Subclass members, including through Plaintiffs'  
3 payment of monies to Defendants, including without limitation through the purchase transactions  
4 completed on the Platforms.

5 59. Plaintiffs are thus entitled to restitutionary and injunctive relief, including without  
6 limitation disgorgement of any unlawful gains that Defendants obtained as a result of their unlawful  
7 and unfair conduct at the expense of Plaintiffs and Subclass members.

8 **PRAYERS FOR RELIEF**

9 **WHEREFORE**, Plaintiffs, on behalf of themselves and the putative Class members, pray  
10 for judgment as follows:

- 11 a. Determining that this action is a proper class action and certifying the Class and Subclass,  
12 as defined herein;
- 13 b. Appointing Plaintiffs as Class and Subclass representatives;
- 14 c. Appointing the undersigned as Class and Subclass counsel;
- 15 d. Finding Defendants liable to Plaintiffs and Class members for damages in such amount(s)  
16 as the Court or Jury may determine;
- 17 e. Awarding statutorily provided damages to Plaintiffs and Class members as appropriate;
- 18 f. Awarding restitutionary disgorgement and all other forms of equitable monetary relief to  
19 Plaintiffs, Class members; and Subclass members;
- 20 h. Awarding pre- and post-judgment interest;
- 21 i. Awarding injunctive relief, including public injunctive relief, as claimed herein or as the  
22 Court may deem proper;
- 23 j. Awarding Plaintiffs, Class members, and Subclass members attorney fees and all  
24 litigation costs as allowed by law; and
- 25 k. Awarding such other and further relief as may be just and proper.

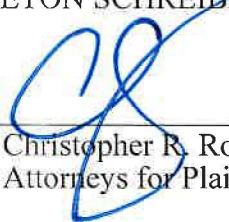
26 **DEMAND FOR JURY TRIAL**

27 Plaintiffs hereby demand a trial by jury on all issues so triable.  
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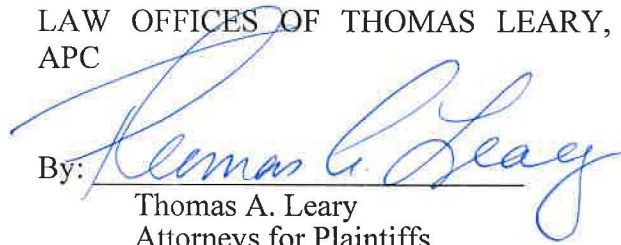
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Dated: December 18, 2023

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