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12 *Attorneys for Plaintiff TERESA ADAMS, and the Proposed Class*

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15 TERESA ADAMS, individually and on
16 behalf of all others similarly situated

17 Plaintiff,

18 vs.

19 STARBUCKS CORPORATION, a
20 Washington corporation, and DOES 1-20,
21 inclusive,

22 Defendant.

23 Case No. 8:20-cv-00225

24 **CLASS ACTION COMPLAINT**

25 **DEMAND FOR JURY TRIAL**

1 Plaintiff TERESA ADAMS, (“Plaintiff”), on behalf of herself and all other similarly
2 situated, brings this consumer class action against Defendant Starbucks Corporation
3 (“Starbucks” or “Defendant”) for unlawful, unfair, and deceptive business practices in
4 violation of California Business & Professions Code Section 17200, *et seq.*, California
5 Business & Professions Code Section 17500, *et seq.*, and California Civil Code
6 Section 1750, *et seq.* and alleges as follows:

7 **I. NATURE OF ACTION**

8 1. Starbucks is the global leader of the coffee industry, reporting net revenue of
9 \$24.7 billion for 2018. Notwithstanding its unmatched success, the coffee giant engages
10 in widespread false and deceptive advertising designed to cheat consumers’ without giving
11 them the benefit of their coffee bargain. Starbucks offers three sizes of espresso beverages:
12 1) Tall (Smallest size); 2) Grande (Medium Size); and 3) Venti (Largest size). Starbucks
13 engages in a classic bait-and-switch scheme that causes unsuspecting consumers to shell
14 out more money for the larger, Venti-sized, espresso beverages under the false belief that
15 the Venti-sized espresso beverage contains more espresso, and thus more caffeine, than the
16 medium Grande-sized drinks. However, in reality, consumers receive a more expensive,
17 Venti-sized drink containing the *same amount* of espresso and caffeine as the cheaper
18 Grande-sized equivalent drink. This misleading practice offends reasonable consumer
19 expectations.

20 2. Starbucks advertises its drinks for sale primarily in three (3) sizes: Tall (small,
21 12 fl. oz.), Grande (medium, 16 fl. oz.), and Venti (large, 20 fl. oz.). For each coffee drink
22 offered for purchase, the different sizes and their corresponding prices are uniformly listed
23 on a large menu board located on the wall behind the register at each Starbucks retail
24 location and/or on a menu board preceding their drive thru windows. Consumers come to
25 expect that as the drinks increase in size, so too does the amount of coffee or espresso, and
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27
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1 thus the caffeine.¹ For instance, a standard Tall Iced Caffe Latte, comprised of only milk,
 2 ice, and brewed espresso, contains approximately 75mg of caffeine.² When a customer
 3 chooses to upgrade to the larger Grande size, they receive the same drink, *i.e.* a drink with
 4 the same proportional ingredients found in the Tall. The Grande drink contains 150 mg of
 5 caffeine, precisely double the amount of the Tall.³ It reasonably follows that the largest
 6 size, the Venti, contains 225 mg of caffeine, or triple the amount of the Tall.⁴ The increase
 7 in caffeine is attributed to the addition of more espresso. Simply stated, consumers expect
 8 to receive the same drink, regardless of what size they receive it in.

9 3. However, this reasonable expectation regarding the relationship between the
 10 increase in size of the drink and quantity of caffeine is not true for all of Starbucks's
 11 drinks—there are many Venti-sized espresso beverages that *do not* contain more espresso,
 12 and hence are equal in caffeine content to their cheaper, Grande-sized equivalents. These
 13 products (hereinafter, collectively the “Diluted Products”) include the following hot
 14 espresso beverages:

Beverage	Grande & Venti-sized Espresso Beverage Caffeine Content (mg)
Cappuccino	150
Caramel Cloud Macchiato	150
Caffe Latte	150
Pumpkin Spice Latte	150
Cinnamon Dolce Latte	150
Cocoa Cloud Macchiato	150
Flat White	195
Latte Macchiato	225

23
 24 ¹ See, e.g., <https://www.rd.com/food/fun/starbucks-venti-latte-caffeine/>

25 ² <https://www.starbucks.com/menu/drinks/espresso/iced-caffe-latte?foodZone=9999#size=110569&milk=63>

26 ³ <https://www.starbucks.com/menu/drinks/espresso/iced-caffe-latte?foodZone=9999#size=110570&milk=63>

27 ⁴ <https://www.starbucks.com/menu/drinks/espresso/iced-caffe-latte?foodZone=9999#size=144648&milk=63>

1	Starbucks Blonde Caffe Latte	170
2	Starbucks Blonde Caramel Cloud Macchiato	170
3	Starbucks Blonde Cocoa Cloud Macchiato	170
4	Starbucks Blonde Flat White	225
5	Starbucks Blonde Pumpkin Spice Latte	170
6	Starbucks Blonde Vanilla Bean Coconutmilk Latte	170
7	Starbucks Blonde Vanilla Latte	170
8	Vanilla Bean Coconutmilk Latte	150
9	White Chocolate Mocha	150
9	Pumpkin Spice Latte	150

10
11 4. To demonstrate further: the standard Grande Caffe Latte, which is comprised
12 of just milk and brewed espresso, contains 150 mg of caffeine; however, the caffeine
13 content is exactly the same for the larger Venti size. In these instances when a customer
14 desires to purchase the larger Venti Caffe Latte, the customer is unknowingly paying more
15 money for 4 additional ounces of milk. No reasonable, informed consumer would do so.
16 The customer is not receiving any additional espresso or caffeine. This defies a reasonable
17 consumer's expectation that if they pay for a larger espresso beverage, they will receive a
18 beverage with *more espresso*. At no time does Starbucks inform consumers as to the true
19 amount of espresso or the caffeine content of its Venti-sized espresso beverages. Indeed,
20 nowhere on Starbucks in-store or drive-thru menus does it inform customers of the accurate
21 espresso or caffeine content for any of the Diluted Products, which can only be found by
22 reference to Starbucks' website. For instance, nutrition facts for the Grande-sized and
23 Venti-sized hot Caffe Latte prove they contain the same caffeine content:⁵

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27 ⁵ See <https://www.starbucks.com/menu/drinks/espresso/caffe-latte?foodZone=9999> and
28 <https://www.starbucks.com/menu/drinks/espresso/caffe-latte?foodZone=9999#size=121966&milk=63>

Grande:

Venti:

Calories 190		Calories from Fat 70		Calories 250		Calories from Fat 80	
		% Daily Value*				% Daily Value*	
Total Fat 7g	11%	Total Fat 9g	14%	Saturated Fat 6g	30%	Trans Fat 0g	
Saturated Fat 4.5g	22%			Cholesterol 40mg	13%	Sodium 220mg	9%
Trans Fat 0g				Total Carbohydrate 24g	8%	Dietary Fiber 0g	0%
Cholesterol 30mg	10%			Sugars 23g		Protein 16g	
Sodium 170mg	7%			Caffeine 150mg**			
Total Carbohydrate 19g	6%						
Dietary Fiber 0g	0%						
Sugars 18g							

*Percent Daily Values are based on a 2,000 calorie diet.

*Percent Daily Values are based on a 2,000 calorie diet.

**Each caffeine value is an approximate value.

**Each caffeine value is an approximate value.

Nutrition Facts Per Serving (16 fl oz)

Nutrition Facts Per Serving (20 fl oz)

5. Adding to this deceit, the vast majority of the Products are sold in iced versions as well (the “Iced Versions”) that ***do increase in espresso and caffeine content from Grande to Venti***, such as in the aforementioned Iced Caffe Latte.⁶ Thus, Starbucks customers who purchase the Iced Version(s) of a Product may rightly come to expect an increase in espresso/caffeine content between the Grande-sized and Venti-sized hot beverage Products.

⁶ The Iced Versions include, Iced Cappuccino, Iced Caramel Cloud Macchiato, Iced Caffe Latte, Iced Caramel Macchiato, Iced Cinnamon Dolce Latte, Iced Cocoa Cloud Macchiato, Iced Latte Macchiato, Iced Starbucks Blonde Caffe Latte, Iced Starbucks Blonde Caramel Cloud Macchiato, Iced Starbucks Blonde Cocoa Cloud Macchiato, Iced Starbucks Blonde Flat White, Starbucks Blonde Iced Pumpkin Spice Latte, Iced Starbucks Blonde Vanilla Bean Coconut Milk Latte, Iced Starbucks Blonde Vanilla Latte, Iced Vanilla Bean Coconutmilk Latte, Iced White Chocolate Mocha, and Iced Pumpkin Spice Latte. See https://www.starbucks.com/menu/catalog/product?drink=espresso#view_control=product

1 6. Plaintiff and those similarly situated (“Class Members”) relied on Defendant’s
2 representations that the larger, Venti-sized select hot espresso beverages (the “Products”)
3 contained more espresso, and therefore, more caffeine, than their smaller Grande-sized
4 equivalent. Plaintiff and Class Members would not have paid more to purchase the Venti-
5 sized drink had they known the truth about its caffeine content. As a result, Plaintiff and
6 the Class Members suffered monetary damages as a result of Defendant’s false and
7 deceptive misrepresentations and omissions.

8 **II. JURISDICTION AND VENUE**

9 7. This Court has subject matter jurisdiction under the Class Action Fairness Act,
10 28 U.S.C. § 1332(d) in that: (1) this is a class action involving more than 100 class
11 members; (2) Plaintiff is a citizen of the State of California and Defendant is a citizen of
12 the State of Washington; and (3) the amount in controversy exceeds the sum of
13 \$5,000,000.00, exclusive of interests and costs.

14 8. The Court has personal jurisdiction over Defendant because Defendant
15 conducts business in California. Defendant has marketed, promoted, and sold coffee and
16 espresso drinks in the State of California, and Defendant has sufficient minimum contacts
17 with this State and/or has sufficiently avails itself of the market in this State through its
18 promotion, sales, and marketing within this State to render the exercise of jurisdiction by
19 this Court permissible.

20 9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a
21 substantial part of the events or omissions giving rise to Plaintiff’s claims occurred while
22 Plaintiff resided in this judicial district.

23 **III. PARTIES**

24 10. Plaintiff Teresa Adams resides in Orange County, California. On or about
25 November 20, 2019, Plaintiff purchased a Venti Pumpkin Spice Latte from a Starbucks
26 located at 620 Avenida Pico, San Clemente, California 92673. Plaintiff read the menu at
27 the drive thru. Based on the advertisement at the drive thru, Plaintiff believed that by
28 purchasing the Venti size, she would be purchasing a drink that contained more coffee or

1 espresso, and therefore, more caffeine, than if she had purchased the same drink in the
2 smaller Grande size. In reality, however, although Plaintiff paid \$5.45 for the Venti size
3 Pumpkin Spice Latte, she received a watered-down version of a Pumpkin Spice Latte, one
4 that contained the exact same amount of espresso and caffeine as the Grande size. Plaintiff
5 would not have purchased the Venti-sized Pumpkin Spice Latte had she known the truth
6 about the espresso/caffeine content of the Venti-sized drink – that it equaled the Grande-
7 sized equivalent of the drink.

8 11. Defendant Starbucks Corporation is a corporation organized and existing
9 under the laws of the state of Washington with its headquarters and principal place of
10 business at 2401 Utah Avenue S., Ste. 800, Seattle, Washington 98134. Starbucks is a
11 publicly-traded coffee company and with over 24,000 locations across the globe. The
12 world-renowned coffee shop is arguably one of the largest fast food chains in the world,
13 taking in approximately \$24.7 billion in revenue in 2018. Starbucks locations serve hot and
14 cold drinks, whole-bean coffee, tea products, sandwiches, salads, and other pre-packaged
15 food items. Defendant, directly and through its agents, has substantial contacts with and
16 receives substantial benefits and income from and through the State of California. Upon
17 information and belief, Starbucks operates over 2,800 locations in the State of California.

18 **IV. SUBSTANTIVE ALLEGATIONS**

19 **a. Starbucks' Advertising and Marketing of the Products**

20 12. Starbucks has become the nation's most recognized coffee roaster and retailer.
21 Beginning with just a single store in 1971 located at Seattle's Pike Place Market, Starbucks
22 now operates over 24,000 retail stores in 70 different countries. The coffee giant excels in
23 offering a wide range of products to customers such as coffee, tea, handcrafted espresso
24 and non-coffee blended beverages, merchandise, fresh food, and ready-to-drink beverages.
25 Starbucks distinguishes itself through product innovation, such as the introduction of
26 seasonal favorites like the renowned "pumpkin spice latte," and non-dairy milk substitutes,
27 like almond and soy milk. In all respects, Starbucks has become a common household name
28 in the United States.

1 13. Defendant markets and sells a variety of drinks, which predominantly fall into
2 eight (8) large categories: Cold Brew Draft and Iced Coffee; Evolution Fresh; Refreshers
3 Beverages; Iced Tea; Bottled Drinks; Freshly Brewed Coffee; Espresso Beverages;
4 Frappuccino Blended Beverages; and Other Hot Drinks. This case concerns Starbucks's
5 hot Espresso Beverages.

6 14. Consumers have the option to purchase Starbucks beverages of primarily
7 three (3) sizes: Tall (small, 12 fl. oz.), Grande (medium, 16 fl. oz.), and Venti (large,
8 20 fl. oz.). For each beverage offered for sale, the different sizes and their corresponding
9 prices are uniformly listed on a large menu board on the wall behind the register at each
10 Starbucks location.

11 15. Consumers come to expect that as the drinks increase in size, so too does the
12 amount of coffee or espresso, and thus caffeine content. To illustrate, a standard Tall Iced
13 Caffe Latte, comprised of only milk, ice, and brewed espresso, contains approximately
14 75 mg of caffeine. When a customer chooses to upgrade to the larger Grande size, they
15 receive a drink with 150 mg caffeine, or double the amount of the Tall. It reasonably
16 follows, and in fact it does follow with respect to the Iced Caffe Latte, that the next largest
17 size, Venti, contains 225 mg caffeine, or triple the amount of the Tall. The increase in
18 caffeine is attributed to the addition of more espresso.

19 16. However, this is not true with respect to the Products listed in paragraph 3
20 above. There are at least a handful of Venti-sized hot espresso beverages that *do not*
21 contain more coffee or espresso. For instance, the standard Grande Caffe Latte contains
22 150 mg of caffeine, but so does the larger Venti size. In these instances, when a customer
23 pays more money for a Venti-sized Caffe Latte, they are actually paying more money for
24 an additional 4 ounces of milk, not for any additional espresso. This defies a reasonable
25 consumer's expectation that if she pays for a larger espresso beverage, she will receive a
26 beverage with more espresso. At no time does Starbucks inform, or make any effort to
27 inform, consumers as to the true espresso composition or caffeine content of its Venti-sized
28 espresso beverages. Indeed, at the time of ordering, customers are sometimes informed

1 they have the option to add another “shot” of espresso to each drink for an additional price,
2 further reinforcing the reasonable belief that Venti-sized Products contain more
3 espresso/caffeine than their Grande-sized equivalents.

4 17. Throughout the class period defined below, Defendant has engaged in, and
5 continues to engage in, an advertising and marketing campaign that falsely represents that
6 its Venti-sized espresso beverages contain more espresso than their respective Grande-
7 sized drinks. Defendant has engaged in, and continues to engage in, a pattern of willful
8 conduct, through affirmative misrepresentations and/or material omissions, designed to
9 mislead its consumers into believing that the Products contain more espresso and thus
10 caffeine than their Grande-sized equivalents.

11 18. As a result of this deception, Defendant has sold thousands, if not millions of
12 select Venti-sized hot espresso beverages (the “Products”) throughout its approximate
13 2,800 retail locations in the State of California.

14 19. Plaintiff and members of the Class have been, and will continue to be,
15 deceived or misled by Defendant’s deceptive advertising claims. Plaintiff and each Class
16 Member purchased for their own personal benefit at least one Product during the class
17 period, and in doing so, read and considered Defendant’s advertising on its menu and based
18 their decision to purchase the Products on those advertising claims. Defendant’s
19 advertising claim that the Products contained more espresso, and therefore, more caffeine,
20 was not only a material factor, but also the only factor in influencing Plaintiff’s decision to
21 purchase the Product. Plaintiff and Class Members would not have purchased the Products
22 had they known that they did not contain a greater amount of espresso, and thus more
23 caffeine, than their Grande-sized equivalent. Indeed, Plaintiff and Class Members would
24 have paid less and purchased the Grande-sized equivalent which contained the same
25 amount of espresso as the more expensive Venti-sized drink instead.

26 20. Unfortunately for Plaintiff and Class Members, Defendant’s advertising
27 claims, in their entirety, are false and deceptive. Indeed, Defendant willfully omits from its
28 advertising that the Venti-sized Products contain equal espresso and caffeine as their

1 Grande-sized equivalents and therefore intentionally leads consumers to believe that Venti-
2 sized Products contain more espresso, and thus caffeine, based on size and price increase
3 and other factors, including, but not limited to, the fact that the iced-versions of many of
4 the Products do increase espresso and caffeine content between Grande and Venti sizes.

5 **b. Defendant's Advertisements for the Products are False and Deceptive**
6 **and Omit Material Information**

7 21. Whether the Products contain more coffee, espresso, or caffeine than their
8 Grande-sized equivalent can be determined with objective factual evidence.

9 22. The marketing of the Products as containing more coffee, espresso, or caffeine
10 than their Grande-sized equivalent is prominently placed on the large menu board located
11 behind every counter and register at each Starbucks location, demonstrates Defendant's
12 awareness that this claim about the Products' espresso composition and caffeine content is
13 material to consumers.

14 23. Defendant's deceptive representations and omissions are material in that a
15 reasonable person would attach importance to such information and would be induced to
16 act upon such information in making purchasing decisions.

17 24. Plaintiff and Class Members reasonably relied to their detriment on
18 Defendant's misleading representations and omissions.

19 25. In making these false, misleading, and deceptive representations and
20 omissions described herein, Defendant knew and intended that consumers would purchase
21 the Product and pay more believing that it contained more coffee or espresso, and thus
22 more caffeine, than the cheaper Grande-sized equivalent.

23 26. As an immediate, direct, and proximate result of Defendant's false,
24 misleading, and deceptive representations and omissions, Defendant injured Plaintiff and
25 the Class Members in that the Class:

- 26 a. Paid a sum of money more for a Product that was not what Defendant
27 represented;

- 1 b. Were deprived of the benefit of the bargain because the Product they
2 purchased was different than from what Defendant had warranted; and
3 c. Were deprived of the benefit of the bargain because the Product they
4 purchased had less value than what Defendant represented.

5 27. Had Defendant not made the false, misleading, and deceptive representations
6 and omissions, Plaintiff and the Class Members would not have purchased the Products,
7 but would have instead purchased their cheaper, Grande-sized equivalent.

8 28. Consequently, Plaintiff and the Class Members suffered injury in fact and lost
9 money or property as result of Defendant's wrongful conduct.

10 **V. CLASS ALLEGATIONS**

11 29. Plaintiff brings this action on behalf of herself and all other similarly situated
12 Class Members pursuant to Rule 23 of the Federal Rules of Civil Procedure and seeks
13 certification of the following Class against Defendant for violations of California state
14 laws:

15 All consumers within the State of California who purchased the select
16 Starbucks Venti-sized espresso beverages (the "Products") during the
17 applicable statute of limitations for their personal consumption. Excluded
18 from the Class are Defendant's current or former officers, directors, and
19 employees; counsel for Plaintiff and Defendant; and the judicial officer to
whom this lawsuit is assigned.

20 30. Numerosity: The members of the Class are so numerous that joinder of all
21 members is impracticable. Plaintiff is informed and believes that the proposed Class
22 contains hundreds of thousands of individuals who have been damaged by Defendant's
23 conduct as alleged herein. The precise number of Class Members is unknown to Plaintiff.

24 31. Existence and Predominance of Common Questions of Law and Fact: This
25 action involves common questions of law and fact, which predominate over any questions
26 affecting individual Class Members. These common legal and factual questions include,
27 but are not limited to, the following:
28

- a. Whether Defendant made false and/or misleading statements to the Class and the public concerning the espresso or coffee composition and caffeine content of Defendant's Products;
- b. Whether Defendant omitted material information to the public concerning the espresso or coffee composition and caffeine content of Defendant's Products;
- c. Whether Defendant's mass media advertising and/or packaging for the Products is misleading and deceptive;
- d. Whether Defendant's in-store signage advertising the sizes and prices of the Products misleading and deceptive;
- e. Whether Defendant has engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of the Products;
- f. Whether Defendant's false and misleading statements concerning the Products were likely to deceive a reasonable consumer, and therefore the Class and public at large;
- g. Whether Defendant's omissions concerning the Products were likely to deceive a reasonable consumer, and therefore the Class and public at large;
- h. Whether Defendant represents to consumers that the Products have characteristics, benefits, or qualities that the Products do not have;
- i. Whether Defendant advertised the Products with intent to sell them not as advertised; and
- j. Whether Defendant engaged in false advertising with respect to the Products.

32. Typicality: Plaintiff's claims are typical of the claims of the Class Members because, *inter alia*, all Class Member have been deceived (or were likely be deceived) by Defendant's false and misleading implied advertising claims about the true espresso or

1 coffee composition and caffeine content of Defendant’s Products. Plaintiff is advancing
2 the same claims and legal theories on behalf of herself and all Class Members.

3 33. Adequacy: Plaintiff will fairly and adequately protect the interests of the Class
4 Members. Plaintiff has retained counsel experienced in complex consumer class action
5 litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no
6 antagonistic or adverse interest to those of the Class.

7 34. Superiority: The nature of this action and the nature of the laws available to
8 Plaintiff and the Class make the use of the class action format a particularly efficient and
9 appropriate procedure to afford relief to her and the Class for the wrongs alleged. The
10 damages or other financial detriment suffered by individual Class Members is miniscule
11 compared to the burden and expense that would be entailed by individual litigation of their
12 claims against Defendant. It would thus be virtually impossible for Plaintiff and Class
13 Members, on an individual basis, to obtain effective redress for the wrongs done to them.
14 Absent the class action, Class Members and the general public would not likely recover, or
15 would not likely have the chance to recover, damages and/or restitution, or receive
16 injunctive relief, and Defendant will, and will continue to, retain the proceeds of its
17 fraudulent and deceptive misdeeds.

18 **VI. CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF UNFAIR COMPETITION LAW (“UCL”)**
21 **California Business & Professions Code § 17200, *et seq.***

22 35. Plaintiff repeats and re-alleges the allegations contained in every preceding
23 paragraph as if fully set forth herein.

24 36. The UCL defines “unfair business competition” to include any “unlawful,
25 unfair, or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
26 misleading” advertising. Cal. Bus. & Prof. Code § 17200.

27 37. Plaintiff has standing to pursue this claim because Plaintiff has suffered
28 injury-in-fact and has lost money or property as a result of Defendant’s unlawful, unfair,

1 and fraudulent actions. Specifically, Plaintiff purchased the Venti Pumpkin Spice Latte
2 Product for her own personal consumption. In doing so, Plaintiff relied upon the false
3 representations that the Products contained more espresso, and thus more caffeine, than the
4 corresponding Grande-sized drink, when in fact, it contained the same exact amount of
5 caffeine as its cheaper, Grande-sized equivalent. Plaintiff expended money in the
6 transaction that she otherwise would not have had she known Defendant's advertising
7 claims were false.

8 ***“Unfair” Prong***

9 38. A business act or practice is “unfair” under the UCL if it offends an
10 established public policy or is immoral, unethical, oppressive, unscrupulous, or
11 substantially injurious to consumers, and that unfairness is determined by weighing the
12 reasons, justifications, and motives of the practice against the gravity of the harm to the
13 alleged victims.

14 39. Defendant's conduct constitutes an “unfair” business practice because, as
15 alleged, Defendant engaged in a false advertising campaign that mislead consumers into
16 believing that by purchasing Starbucks' larger (and more expensive) Venti-sized hot
17 espresso beverage, they were receiving a beverage that contained more espresso, and thus
18 more caffeine, than the smaller (and cheaper) Grande-sized drink.

19 40. Defendant's conduct harms the interests of consumers and market
20 competition. There is no valid justification for Defendant's conduct.

21 ***“Fraudulent” Prong***

22 41. A business act or practice is “fraudulent” under the UCL if it is likely to
23 deceive members of the consuming public.

24 42. Defendant engaged in a fraudulent business practice by knowingly
25 representing to consumers that the Venti-sized hot espresso beverages contain more
26 espresso, and thus more caffeine, than their cheaper, smaller Grande-sized equivalents.
27 Defendant's practice deceived Plaintiff and is highly likely to, and does in fact, deceive
28 members of the consuming public who purchased the Products in reliance on their

1 advertised composition. Such practice is devoid of utility and functions only to maximize
2 Defendant's profits at the expense of the consuming public. Any benefit gained by
3 Defendant's practice is far outweighed by the gravity of harm to Plaintiff and the Class
4 who lost money or property by paying for the Products.

5 ***“Unlawful” Prong***

6 43. A business act or practice is “unlawful” under the UCL if it violates any other
7 law or regulation.

8 44. Defendant's actions, as alleged herein, constitute illegal and unlawful
9 practices committed in violation of the Consumer Legal Remedies Act, Cal. Civ. Code
10 § 1750, *et seq.*, (the “CLRA”). Particularly, Defendant has unlawfully marketed and
11 advertised the Starbucks' Products in violation of Cal. Civ. Code §§ 1770(a)(5) and
12 1770(a)(9), discussed further below in Plaintiff's Third Cause of Action.

13 45. Each of Defendant's unfair, fraudulent, and unlawful practices enumerated
14 above was the direct and proximate cause of financial injury to Plaintiff and the Class.
15 Defendant has unjustly benefitted as a result of its wrongful conduct. Plaintiff and Class
16 Members are accordingly entitled to have Defendant disgorge profits and restore to
17 Plaintiff and Class Members all monies wrongfully obtained by Defendant as a result of
18 the conduct as alleged herein.

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF FALSE ADVERTISING LAW (“FAL”)**
21 **California Business & Professions Code § 17500, *et seq.***

22 46. Plaintiff repeats and re-alleges the allegations contained in every preceding
23 paragraph as if fully set forth herein.

24 47. Plaintiff has standing to pursue this claim because Plaintiff has suffered
25 injury-in-fact and has lost money or property as a result of Defendant's unlawful, unfair,
26 and fraudulent actions. Specifically, Plaintiff purchased the Venti Pumpkin Spice Latte
27 Product for her own personal consumption. In doing so, Plaintiff relied upon the false
28 representations that the Products contained more espresso, and thus more caffeine, than the

1 corresponding Grande-sized espresso beverage, when in fact, it contained the same exact
2 amount of caffeine as the cheaper Grande-sized drink. Plaintiff expended money in the
3 transaction that she otherwise would not have had she known Defendant's advertising
4 claims were false.

5 48. Defendant violated Business & Professions Code § 17500 by publicly
6 disseminating false, misleading, and unsubstantiated advertisements regarding the
7 Products.

8 49. Defendant's false and misleading advertisements were disseminated to
9 increase the sales of the Products.

10 50. Defendant knew or should have known their advertisements for the Products
11 were false and misleading.

12 51. Defendant knew or should have known that consumers, including Plaintiff
13 and Class Members would believe the Products' larger size with a higher composition of
14 espresso, and thus caffeine, than the Products' Grande-sized equivalents.

15 52. Plaintiff and members of the Class have suffered harm as a result of these
16 violations of the FAL because they have paid monies for the Products that they otherwise
17 would not have paid but for Defendant's false and misleading statements.

18 53. Defendant is aware, or by the exercise of reasonable care should have been
19 aware, that the representations alleged hereinabove were false and/or misleading. Plaintiff
20 and the members of the Class have suffered injury-in-fact and have lost money as a result
21 of Defendant's false representations and false advertising.

22 54. Plaintiff and the members of the Class seek an order awarding Class-wide
23 restitution of all monies and disgorgement of profits wrongfully acquired by Defendant as
24 a result of the conduct alleged hereinabove and Defendant's failure to disclose the existence
25 and significance of said misrepresentations.
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THIRD CAUSE OF ACTION
VIOLATION OF CONSUMER LEGAL REMEDIES ACT (“CLRA”)
California Civil Code § 1750, *et seq.*

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4 55. Plaintiff repeats and re-alleges the allegations contained in every preceding
5 paragraph as if fully set forth herein.

6 56. As alleged herein, Plaintiff has standing to pursue this claim because Plaintiff
7 has suffered injury-in-fact and has lost money or property as a result of Defendant’s
8 unlawful, unfair, and fraudulent actions. Specifically, Plaintiff purchased the Venti
9 Pumpkin Spice Latte Product for her own personal consumption. In doing so, Plaintiff
10 relied upon the false representations that the Products contained more espresso, and thus
11 more caffeine, than the corresponding Grande-sized espresso beverage, when in fact, it
12 contained the same exact amount of caffeine as the cheaper Grande-sized drink. Plaintiff
13 expended money in the transaction that she otherwise would not have had she known
14 Defendant’s advertising claims were false.

15 57. The Consumer Legal Remedies Act (“CLRA”) was enacted to protect
16 consumers against unfair and deceptive business practices. The CLRA applies to
17 Defendant’s acts and practices because the Act covers transactions involving the sale of
18 goods to consumers.

19 58. Plaintiff and the members of the Class are “consumers” within the meaning
20 of Section 1761(d) of the California Civil Code, and they engaged in “transactions” within
21 the meaning of Sections 1761(e) and 1770 of the California Civil Code, including the
22 purchases of the Products.

23 59. Defendant is a “person” under Cal. Civ. Code § 1761(c).

24 60. The Products are “goods” under Cal. Civ. Code § 1761(a).

25 61. Defendant’s unfair and deceptive business practices were intended to and did
26 result in the sale of the Products.

27 62. Defendant violated the CLRA by engaging in the following unfair and
28 deceptive acts and practices:

1 § 1770(a)(5) Representing that [the Products have] . . . characteristics . . .
2 which [they do] not have . . .

3 § 1770(a)(9) Advertising goods or services with intent not to sell them as
4 advertised.

5 63. If Plaintiff and the Class Members had known that the Products did not
6 contain more espresso, and thus more caffeine, than the corresponding Grande-sized
7 espresso beverages as advertised, they would not have purchased the Products at all.

8 64. As a direct and proximate result of Defendant's conduct, Plaintiff and the
9 Class Members suffered injury and damages in an amount to be determined at trial.

10 65. On information and belief, Defendant's actions were willful, wanton, and
11 fraudulent.

12 66. On information and belief, Defendant's officers, directors, and/or managing
13 agents authorized the use of the misleading statements and material omissions regarding
14 the Starbucks Products.

15 67. Plaintiff has concurrently filed the declaration of venue required by Civil
16 Code § 1780(d) with this complaint.

17 68. On December 11, 2019, Plaintiff, through counsel, sent a CLRA demand letter
18 to Defendant that provided notice of Defendant's violation of the CLRA and demanded
19 Defendant correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and
20 deceptive practices complained of herein. The letter also stated that if Defendant refused
21 to do so, Plaintiff would file a complaint seeking damages in accordance with the CLRA.
22 If Defendant does not respond to Plaintiff's letter or agree to rectify the problems
23 associated with the actions detailed above and give notice to all affected consumers within
24 30 days of the date of written notice pursuant to § 1782, Plaintiff will amend her complaint
25 to seek actual, punitive, and statutory damages, as appropriate against Defendant.

26 **VII. PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays on behalf of herself and all others similarly situated,
28 for judgment against Defendant as follows:

- 1 A. Certifying the Class as requested herein, appointing Plaintiff as Class
2 Representative, and appointing her counsel as Class Counsel;
- 3 B. Awarding monetary damages and punitive damages;
- 4 C. Ordering Defendant to disgorge and make restitution of all monies
5 Defendant acquired by means of the unlawful practices set forth above;
- 6 D. Awarding declaratory and injunctive relief as permitted by law or equity,
7 including: enjoining Defendant from continuing the unlawful practices as
8 set forth herein, and directing Defendant to identify, with Court
9 supervision, victims of its conduct and pay them all money it is required
10 to pay;
- 11 E. Ordering Defendant to engage in a corrective advertising campaign;
- 12 F. Awarding Plaintiff and Class Members their costs and expenses incurred
13 in the action, including reasonable attorney's fees; and
- 14 G. Providing such further relief as may be just and proper.

15 **VIII. DEMAND FOR JURY TRIAL**

16 Plaintiff demands a trial by jury of all claims presented herein so triable.

17
18 Dated: February 4, 2020

CARLSON LYNCH, LLP

19
20 /s/ Todd D. Carpenter

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