

C A N A D A
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o : 500-06-000081-261

(CLASS ACTIONS DIVISION)
SUPERIOR COURT

L [REDACTED] M [REDACTED], residing and domiciled at

[REDACTED]
[REDACTED]
[REDACTED];

Plaintiff

vs.

STARBUCKS COFFEE CANADA, INC.,
legal person duly constituted according to
the law, having its head office at 2300-550
Burrard Street, Vancouver, British
Columbia, V6C 2B5 and its *fondé de*
pouvoir at 1350-1010 rue De La
Gauchetière Ouest, in the City and District
of Montreal, Province of Quebec, H3B
2N2;

-and-

STARBUCKS CORPORATION, legal
person duly constituted according to the
law, having its head office at 2401, Utah
Avenue South, Seattle, Washington,
98134, U.S.A.;

-and-

UBER CANADA INC., legal person duly
constituted according to the law, having its
head office at 5300-66 Wellington Street
West, Toronto, Ontario, M5K 1E6, and its
fondé de pouvoir at MZ400-1000 rue De
La Gauchetière O, in the City and District
of Montreal, Province of Quebec, H3B
0A2;

-and-

UBER PORTIER CANADA INC., legal person duly constituted according to the law, having its head office at 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6 and its *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

UBER CASTOR CANADA INC., legal person duly constituted according to the law, having its head office at 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6 and its *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

UBER HOLDINGS CANADA INC., legal person duly constituted according to the law, having its head office at 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6 and its *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

DOORDASH TECHNOLOGIES CANADA INC., legal person duly constituted according to the law, having its head office at 3000-1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1K8,

and its *fondé de pouvoir* at 1100-1000 rue De La Gauchetière Ouest, in the City and District of Montreal, Province of Quebec, H3B 4W5;

-and-

DOORDASH INC., legal person duly constituted according to the law, having its head office at 3000-1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1K8;

-and-

SKIPTHEDISHES RESTAURANT SERVICES INC., legal person duly constituted according to the law, having its head office at 700-351 King St. E, Toronto, Ontario, M5A 0L6 and its *fondé de pouvoir* at 2700-1000 rue Sherbrooke O, in the City and District of Montreal, Province of Quebec, H3A 3G4;

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Art. 574 C.C.P. and following)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF QUEBEC,
SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES THE
FOLLOWING:**

1. Plaintiff wishes to institute a class action on behalf of the following group, of which Plaintiff is a member, namely:

Class: Sub-Group A: All persons in Canada who purchased from one of the Defendants, one or more of the following Starbucks beverages: 1) Sugar-Free Vanilla Protein Latte; 2) Iced Sugar-Free Vanilla Protein Latte; 3) Sugar-Free Caramel Protein Latte; 4) Iced Sugar-Free Caramel Protein Latte; 5) Sugar-Free Vanilla Protein Matcha; 6) Sugar-Free Caramel Protein Matcha; 7) Iced Sugar-Free Caramel Protein Matcha; 8) Iced Sugar-Free Vanilla Protein Matcha; Sub-Group B: All persons in Canada who purchased from one of the Defendants one or more of the following Starbucks beverages:	Groupe: Sous-groupe A : Toutes les personnes au Canada qui ont acheté d'une des défenderesses, une ou plusieurs des boissons Starbucks suivantes: 1) Latte protéiné à la vanille sans sucre; 2) Latte glacé protéiné à la vanille sans sucre; 3) Latte protéiné au caramel sans sucre; 4) Latte glacé protéiné au caramel sans sucre; 5) Matcha protéiné à la vanille sans sucre; 6) Matcha protéiné au caramel sans sucre; 7) Matcha glacé protéiné au caramel sans sucre; 8) Matcha glacé protéiné à la vanille sans sucre; Sous-groupe B : Toutes les personnes au Canada qui ont acheté d'une des défenderesses une ou plusieurs des boissons Starbucks suivantes:
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1) Iced Sugar-Free Vanilla Protein Matcha;	1) Matcha glacé protéiné à la vanille sans sucre;
2) Iced Protein Matcha;	2) Matcha glacé protéiné;
or any other Group(s) or Sub-Group(s) to be determined by the Court.	ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.

(hereinafter Class Members are collectively referred to as “**Plaintiff(s)**”, “**Class Member(s)**”, “**Group Member(s)**”, the “**Group**”, the “**Class**”, “**Customer(s)**” or “**Client(s)**”).

2. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Starbucks Coffee Canada, Inc. (“**Starbucks Canada**”) as **Exhibit AP-1.1**;
3. Starbucks Canada operates the Starbucks chain of cafés in Canada, wholesales its Starbucks branded products to other retailers in Canada, and declares approximately 100 establishments in Quebec, including numerous cafés in the City and District of Montreal (AP-1.1).
4. Starbucks Canada also operates the www.starbucks.ca website in both languages, as well as the Starbucks mobile application (APP), in Canada, through which it advertises and offers its beverages and other products and accepts orders for said products.
5. Defendant Starbucks Corporation, headquartered in Seattle, Washington, USA, is the parent company of Starbucks Canada (Exhibit AP-1.1) and it operates the global Starbucks brand and network of companies.
6. Unless the context indicates otherwise, Defendants Starbucks Canada and Starbucks Corporation are collectively referred to herein as “**Starbucks**”.
7. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Uber Canada Inc., as **Exhibit AP-1.2**;
8. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Uber Castor Canada Inc., as **Exhibit AP-1.3**;

9. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Uber Portier Canada Inc., as **Exhibit AP-1.4**;
10. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Uber Holdings Canada Inc., as **Exhibit AP-1.5**. Uber Holdings Canada Inc. is the parent of the three other Uber Defendants.
11. Unless the context indicates otherwise, Defendants Uber Canada Inc., Uber Castor Canada Inc., Uber Portier Canada Inc., and Uber Holdings Canada Inc. are collectively referred to herein as "**Uber Eats**".
12. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Doordash Technologies Canada Inc. (hereinafter "**Doordash Technologies**"), as **Exhibit AP-1.6**;
13. Defendant Doordash Inc. is the parent company of Defendant Doordash Technologies (as per Exhibit AP-1.6). Unless the context indicates otherwise, Defendants Doordash Technologies and Doordash Inc. are collectively referred to herein as "**DoorDash**".
14. The Plaintiff communicates the *Registraire des entreprises du Québec* report concerning Defendant Skipthedishes Restaurant Services Inc., (hereinafter "**Skip**"), as **Exhibit AP-1.7**;
15. Defendants Uber Eats, DoorDash and Skip each operate separate enterprises which sell various food products, beverages, etc. via their respective websites and mobile applications.
16. All of the Defendants market, commercialize, offer and sell to Class Members the Starbucks branded protein beverage products in issue in the present proceedings.

The Situation:

17. In or around September of 2025, Starbucks launched a line of **protein** beverages in Canada and the USA, the whole as more fully appears from:
 - a) the Starbucks press release entitled "Starbucks Goes all in on Protein: Announces Arrival of New Protein Lattes and Protein Cold Foam to the Menu on Sept. 29"¹, a copy of which is communicated herewith, as **Exhibit AP-2.1**.

¹ <https://about.starbucks.com/press/2025/starbucks-goes-all-in-on-protein-announces-arrival-of-new-protein-lattes-and-protein-cold-foam-to-the-menu/>

- b) the Starbucks press release entitled “Starbucks® New Protein Lattes and Cold Foam Drinks Now Available”, dated September 29, 2025, a copy of which is communicated herewith, as **Exhibit AP-2.2²**.

18. As appears from the Starbucks press release AP-2.1, Starbucks represented the following before launching these products:

"Starting Sept. 29, Starbucks coffeehouses in the U.S. and Canada will offer Protein Cold Foam alongside new line of Protein Lattes made with Protein-boosted Milk delivering approximately 15 to 36 grams of protein per grande (16 ounce) beverage. These new protein beverages are part of the company's strategy to drive innovation and modernize its menu.

(...)

Starbucks new Protein Cold Foams and Lattes will be available at the end of September. They will come in a variety of flavors, including sugar-free and unsweetened choices and are designed to support customers looking to add protein to their order."

19. As appears from the Starbucks press release AP-2.2, Starbucks represented the following when launching these products:

"Starbucks new lineup of Protein Lattes and Cold Foam Drinks, which deliver up to 36 grams of protein per grande (16 fl oz), are now available in Starbucks coffeehouses across Canada. Protein-boosted milk and a variety of protein cold foams are also available for customers to add protein to nearly any beverage. Made with premium whey and available in zero added sugar options, the new Starbucks protein drinks will be on the menu year-round."

20. Within that line of so-called “Protein Beverages” and « Boissons protéinées », Starbucks commercializes, markets, offers and sells eight (8) beverages whose very **names** misrepresent to consumers and Class Members that the products are “Sugar-Free” in English (« sans sucre » in French), although they all contain sugar, as more fully detailed below, namely:

² <https://stories.starbucks.ca/stories/2025/starbucks-new-protein-lattes-and-cold-foam-drinks-now-available/>

- (i) **Sugar-Free** Vanilla Protein Latte / Latte protéiné à la vanille **sans sucre**;
- (ii) Iced **Sugar-Free** Vanilla Protein Latte / Latte glacé protéiné à la vanille **sans sucre**;
- (iii) **Sugar-Free** Caramel Protein Latte / Latte protéiné au caramel **sans sucre**;
- (iv) Iced **Sugar-Free** Caramel Protein Latte / Latte glacé protéiné au caramel **sans sucre**;
- (v) **Sugar-Free** Vanilla Protein Matcha / Matcha protéiné à la vanille **sans sucre**;
- (vi) Iced **Sugar-Free** Vanilla Protein Matcha / Matcha glacé protéiné à la vanille **sans sucre**;
- (vii) **Sugar-Free** Caramel Protein Matcha / Matcha protéiné au caramel **sans sucre**; and
- (viii) Iced **Sugar-Free** Caramel Protein Matcha / Matcha glacé protéiné au caramel **sans sucre**;

(hereinafter collectively referred to as the "**Sugar Product(s)**");

the whole as appears from the "Protein Beverages" and « Boissons protéinées » menu pages on Starbucks.ca website, communicated herewith, *en liasse*, as **Exhibit AP-3**.

21. Plaintiff communicates herewith the particular product pages for each of the Sugar Products, in all sizes offered, as they appear on the Starbucks.ca website, as **Exhibits AP-4, AP-5, AP-6, AP-7, AP-8, AP-9, AP-10 and AP-11**.

22. The Sugar Products are also sold by Uber Eats, DoorDash and Skip via their respective websites and mobile app with the same Sugar-Free misrepresentations, as more fully detailed below (in fact selling them at a higher price than when purchasing from Starbucks directly), the whole as more fully appears from:

- a) extracts from the Uber Eats website concerning the Sugar Products, in all sizes, communicated herewith as **Exhibit AP-22**;

- b) extracts from the DoorDash website concerning the Sugar Products, in all sizes, communicated herewith as **Exhibit AP-23**;
- c) extracts from the Skip website concerning the Sugar Products, in all sizes, communicated herewith as **Exhibit AP-24**;

23. A Class Member who purchased a Sugar Product is included in Sub-Group A.

24. Sub-Group B is comprised of all persons who purchased either the Starbucks branded "Iced Sugar-Free Vanilla Protein Matcha" (making them also included in Sub-Group A) or the Starbucks branded "Iced Protein Matcha" (which is not commercialized as being Sugar-Free).

25. These two (2) particular matcha products listed in Sub-Group B, namely the Starbucks branded "Iced Sugar-Free Vanilla Protein Matcha" and the Starbucks branded "Iced Protein Matcha" (hereinafter collectively the "**Sub-Group B Products**"), are both marketed, offered, commercialized and sold by the Defendants as containing 36 grams of protein, whereas this is false and incorrect, as more fully detailed below.

26. The Sub-Group B Products are sold by Uber Eats, DoorDash and Skip via their respective websites and mobile app with the same 36 grams of protein misrepresentations, as more fully detailed below. In fact, and as detailed below, Uber Eats, DoorDash and Skip misrepresent that these Sub-Group B Products **all** contain 36 grams of protein **regardless of size** ordered (which is even more false and egregious), the whole as more fully appears from:

- a) extracts from the Uber Eats website concerning the Sub-Group B Products, in all sizes, communicated herewith as **Exhibit AP-25**;
- b) extracts from the DoorDash website concerning the Sub-Group B Products, in all sizes, communicated herewith as **Exhibit AP-26**;
- c) extracts from the Skip website concerning the Sub-Group B Products, in all sizes, communicated herewith as **Exhibit AP-27**;

27. Starbucks sells all of the different Sugar Products and Sub-Group B Products at **between \$6.55 and \$7.75 each** (before taxes) (depending on the product and size). The consumers / Class Members pay a premium when purchasing these products based on the misrepresentations detailed more fully below.

28. Uber Eats, DoorDash and Skip sell all of the different Sugar Products and the Sub-

Group B Products at **between \$8.15 and \$9.55 each** (before taxes and before delivery and service fees) (depending on the product and size). Accordingly, the Class Members pay an even greater premium when purchasing these products from either Uber Eats, DoorDash or Skip.

29. As appears from the above, the words “Sugar-Free” and « sans sucre » form part of the name of each Sugar Product itself, and it is by that name that consumers select and order the Sugar Products, whether at the Starbucks counter, at the Starbucks drive-through, on the Starbucks website, on the Starbucks mobile application, or when purchasing from the websites or mobile applications operated by Defendants Uber Eats, DoorDash, or Skip.

The Sugar Products Contain Sugar

30. Starbucks’ own nutrition information shows that, depending on the product and size selected, each Sugar Product contains between 6 g and 21 g of sugar and provides between 110 and 340 Calories per serving, as appears from Exhibits AP-4 to AP-11.
31. According to Starbucks, the Sugar-Free Vanilla Protein Latte contains 7 g of sugars and 110 Calories (Short, 236 ml), 11 g and 180 Calories (Tall, 354 ml), 15 g and 230 Calories (Grande, 473 ml), and 19 g and 270 Calories (Venti), as appears from Exhibit AP-4.
32. According to Starbucks, the Iced Sugar-Free Vanilla Protein Latte contains 7 g of sugars and 150 Calories (Tall, 354 ml), 9 g and 200 Calories (Grande, 473 ml), and 13 g and 280 Calories (Venti, 709 ml), as appears from Exhibit AP-5.
33. According to Starbucks, the Sugar-Free Caramel Protein Latte contains 7 g of sugars and 120 Calories (Short, 236 ml), 11 g and 180 Calories (Tall, 354 ml), 15 g and 230 Calories (Grande, 473 ml), and 19 g and 270 Calories (Venti, 591 ml), as appears from Exhibit AP-6.
34. According to Starbucks, the Iced Sugar-Free Caramel Protein Latte contains 7 g of sugars and 160 Calories (Tall, 354 ml), 9 g and 200 Calories (Grande, 473 ml), and 13 g and 280 Calories (Venti, 709 ml), as appears from Exhibit AP-7.
35. According to Starbucks, the Sugar-Free Vanilla Protein Matcha contains 7 g of sugars and 110 Calories (Short, 236 ml), 11 g and 180 Calories (Tall, 354 ml), 16 g and 240 Calories (Grande, 473 ml), and 20 g and 300 Calories (Venti), as appears from Exhibit

AP-8.

36. According to Starbucks, the Iced Sugar-Free Vanilla Protein Matcha contains 6 g of sugars and 130 Calories (Tall, 354 ml), 10 g and 210 Calories (Grande, 473 ml), and 17 g and 340 Calories (Venti, 709 ml), as appears from Exhibit AP-9.

37. According to Starbucks, the Sugar-Free Caramel Protein Matcha contains 7 g of sugars and 110 Calories (Short, 236 ml), 11 g and 170 Calories (Tall, 354 ml), 16 g and 250 Calories (Grande, 473 ml), and 21 g and 300 Calories (Venti, 591 ml), as appears from Exhibit AP-10.

38. According to Starbucks, the Iced Sugar-Free Caramel Protein Matcha contains 6 g of sugars and 130 Calories (Tall, 354 ml), 10 g and 210 Calories (Grande, 473 ml), and 17 g and 340 Calories (Venti, 709 ml), as appears from Exhibit AP-11.

39. The following table summarizes, for each Sugar Product and size, the volume, sugars, energy and protein published by Starbucks (as per Exhibits AP-4 to AP-11):

Product	Sub-Group	Size	Volume (ml)	Sugars (g)	Calories	Protein (g)
Sugar-Free Vanilla Protein Latte	A	Short	236	7	110	14
Sugar-Free Vanilla Protein Latte	A	Tall	354	11	180	23
Sugar-Free Vanilla Protein Latte	A	Grande	473	15	230	27
Sugar-Free Vanilla Protein Latte	A	Venti	709	19	270	29
Iced Sugar-Free Vanilla Protein Latte	A	Tall	354	7	150	22
Iced Sugar-Free Vanilla Protein Latte	A	Grande	473	9	200	29
Iced Sugar-Free Vanilla Protein Latte	A	Venti	709	13	280	40
Sugar-Free Caramel Protein Latte	A	Short	236	7	120	14
Sugar-Free Caramel Protein Latte	A	Tall	354	11	180	23
Sugar-Free Caramel Protein Latte	A	Grande	473	15	230	27

Product	Sub-Group	Size	Volume (ml)	Sugars (g)	Calories	Protein (g)
Sugar-Free Caramel Protein Latte	A	Venti	591	19	270	29
Iced Sugar-Free Caramel Protein Latte	A	Tall	354	7	160	22
Iced Sugar-Free Caramel Protein Latte	A	Grande	473	9	200	29
Iced Sugar-Free Caramel Protein Latte	A	Venti	709	13	280	40
Sugar-Free Vanilla Protein Matcha	A	Short	236	7	110	14
Sugar-Free Vanilla Protein Matcha	A	Tall	354	11	180	22
Sugar-Free Vanilla Protein Matcha	A	Grande	473	16	240	28
Sugar-Free Vanilla Protein Matcha	A	Venti	709	20	300	31
Iced Sugar-Free Vanilla Protein Matcha	A and B	Tall	354	6	130	18
Iced Sugar-Free Vanilla Protein Matcha	A and B	Grande	473	10	210	31
Iced Sugar-Free Vanilla Protein Matcha	A and B	Venti	709	17	340	50
Sugar-Free Caramel Protein Matcha	A	Short	236	7	110	14
Sugar-Free Caramel Protein Matcha	A	Tall	354	11	170	22
Sugar-Free Caramel Protein Matcha	A	Grande	473	16	250	28
Sugar-Free Caramel Protein Matcha	A	Venti	591	21	300	32
Iced Sugar-Free Caramel Protein Matcha	A	Tall	354	6	130	18

Product	Sub-Group	Size	Volume (ml)	Sugars (g)	Calories	Protein (g)
Iced Sugar-Free Caramel Protein Matcha	A	Grande	473	10	210	31
Iced Sugar-Free Caramel Protein Matcha	A	Venti	709	17	340	50

40. Following the institution of a similar class action in the United States (as mentioned below), Starbucks itself publicly acknowledged that the Sugar Products contain sugar, namely that the sugar in its protein drinks apparently comes from the protein-boosted milk it uses, the whole as more fully appears from a copy of the ABCNews article entitled “Lawsuit accuses Starbucks of mislabeling 8 ‘sugar-free’ protein drinks”³, dated October 5, 2026, communicated herewith as **Exhibit AP-12**.

The Canadian regulatory standard for “sugar-free” and « sans sucre »

41. In Canada, the expressions “sugar-free” and « sans sucre » are not mere marketing language: they are regulated nutrient content claims, the use of which is permitted only where the food meets precise compositional conditions set by the *Food and Drug Regulations, C.R.C., c. 870* (hereinafter the “**FDR**”) and Health Canada’s Table of Permitted Nutrient Content Statements and Claims (hereinafter the “**Health Canada Table**”), the whole as more fully appears from a copy of the Health Canada Table of Permitted Nutrient Content Statements and Claims dated September 2, 2025, communicated herewith as **Exhibit AP-13**.

42. Item 37 of the Health Canada Table (“Free of sugars” / « Sans sucres ») permits the statements “sugar-free”, “no sugar”, “0 sugar”, “zero sugar” and their equivalents, and in French « sans sucre », « 0 sucre », « zéro sucre » and their equivalents, only where the food (a) contains less than 0.5 g of sugars per reference amount and serving of stated size, and (b) meets the conditions set out for the claim “low in energy” (as appears from Exhibit AP-13).

43. Item 2 of the Health Canada Table (“Low in energy”) requires, in turn, that the food provide 40 Calories or less per reference amount and serving of stated size (as appears from Exhibit AP-13).

44. The conditions of item 37 are cumulative: a food that contains 0.5 g of sugars or more, or that provides more than 40 Calories, per reference amount or per serving of stated

³ <https://abcnews.com/Business/wireStory/lawsuit-accuses-starbucks-mislabeling-8-sugar-free-protein-137015434>

size, cannot lawfully be represented as “sugar-free” or « sans sucre ».

45. Being “low in energy” is a condition of the Canadian “sugar-free” claim itself, such that no disclaimer or accompanying statement can render the claim lawful for a food that does not meet that condition.
46. The Canadian Food Inspection Agency (the “CFIA”) confirms that nutrient content claims may be made for foods sold in restaurants and food service establishments only if the associated conditions are met, the whole as more fully appears from copies of various documents published by the CFIA's Industry Labelling Tool, namely:
- a) the “Nutrient content claims and foods sold in restaurants and food service establishments”, document published on the Government of Canada website at <https://inspection.canada.ca/en/food-labels/labelling/industry/nutrient-content/nutrient-content-claims>, communicated herewith as **Exhibit AP-14.1**;
 - b) the “Specific nutrient content claim requirements” document published on the Government of Canada website at <https://inspection.canada.ca/en/food-labels/labelling/industry/nutrient-content/specific-requirements>, communicated herewith as **Exhibit AP-14.2**; and
 - c) the “Criteria for the nutrient content claim no added sugars”, document published on the Government of Canada website at <https://inspection.canada.ca/en/food-labels/labelling/industry/nutrient-content/no-added-sugars>, communicated herewith as **Exhibit AP-14.3**.
47. The Health Canada Table separately provides for a distinct claim, “no added sugar” / « sans sucre ajouté » (item 40), intended precisely for foods that contain naturally occurring sugars but no added sugars-based ingredients (as appears from Exhibit AP-13).

The Sugar Products do not meet the conditions for “sugar-free” / « sans sucre »

48. Each Sugar Product, in each size offered, contains at least twelve (12) times the maximum quantity of sugars permitted for a “sugar-free” or « sans sucre » claim: the lowest sugar content of any Sugar Product in any size (6 g, Iced Sugar-Free Vanilla and Caramel Protein Matchas, Tall) is twelve (12) times the 0.5 g limit, and the highest (21 g, Sugar-Free Caramel Protein Matcha, Venti) is forty-two (42) times that limit, as appears from Exhibits AP-4 to AP-11.

49. Each Sugar Product, in each size offered, also provides at least 2.75 times the maximum energy value permitted for a food “low in energy”: the lowest energy value of any Sugar Product in any size (110 Calories) is 2.75 times the 40-Calorie limit, and the highest (340 Calories) is 8.5 times that limit, as appears from Exhibits AP-4 to AP-11.

50. The following table sets out, for each Sugar Product and size, the multiple by which the sugar limit and the energy limit of item 37 of the Health Canada Table are exceeded (Exhibits AP-4 to AP-11):

Product	Size	Sugars (g)	Multiple of the 0.5 g limit	Calories	Multiple of the 40-Calorie limit
Sugar-Free Vanilla Protein Latte	Short	7	14.0x	110	2.75x
Sugar-Free Vanilla Protein Latte	Tall	11	22.0x	180	4.50x
Sugar-Free Vanilla Protein Latte	Grande	15	30.0x	230	5.75x
Sugar-Free Vanilla Protein Latte	Venti	19	38.0x	270	6.75x
Iced Sugar-Free Vanilla Protein Latte	Tall	7	14.0x	150	3.75x
Iced Sugar-Free Vanilla Protein Latte	Grande	9	18.0x	200	5.00x
Iced Sugar-Free Vanilla Protein Latte	Venti	13	26.0x	280	7.00x
Sugar-Free Caramel Protein Latte	Short	7	14.0x	120	3.00x
Sugar-Free Caramel Protein Latte	Tall	11	22.0x	180	4.50x
Sugar-Free Caramel Protein Latte	Grande	15	30.0x	230	5.75x
Sugar-Free Caramel Protein Latte	Venti	19	38.0x	270	6.75x
Iced Sugar-Free Caramel Protein Latte	Tall	7	14.0x	160	4.00x
Iced Sugar-Free Caramel Protein Latte	Grande	9	18.0x	200	5.00x
Iced Sugar-Free Caramel Protein Latte	Venti	13	26.0x	280	7.00x

Product	Size	Sugars (g)	Multiple of the 0.5 g limit	Calories	Multiple of the 40-Calorie limit
Sugar-Free Vanilla Protein Matcha	Short	7	14.0x	110	2.75x
Sugar-Free Vanilla Protein Matcha	Tall	11	22.0x	180	4.50x
Sugar-Free Vanilla Protein Matcha	Grande	16	32.0x	240	6.00x
Sugar-Free Vanilla Protein Matcha	Venti	20	40.0x	300	7.50x
Iced Sugar-Free Vanilla Protein Matcha	Tall	6	12.0x	130	3.25x
Iced Sugar-Free Vanilla Protein Matcha	Grande	10	20.0x	210	5.25x
Iced Sugar-Free Vanilla Protein Matcha	Venti	17	34.0x	340	8.50x
Sugar-Free Caramel Protein Matcha	Short	7	14.0x	110	2.75x
Sugar-Free Caramel Protein Matcha	Tall	11	22.0x	170	4.25x
Sugar-Free Caramel Protein Matcha	Grande	16	32.0x	250	6.25x
Sugar-Free Caramel Protein Matcha	Venti	21	42.0x	300	7.50x
Iced Sugar-Free Caramel Protein Matcha	Tall	6	12.0x	130	3.25x
Iced Sugar-Free Caramel Protein Matcha	Grande	10	20.0x	210	5.25x
Iced Sugar-Free Caramel Protein Matcha	Venti	17	34.0x	340	8.50x

51. Item 37 of the Health Canada Table requires that its conditions be met both per serving of stated size and per “reference amount”, namely the standardized quantity of food set by Health Canada’s Table of Reference Amounts for Food, the whole as more fully appears from a copy of the Table of Reference Amounts for Food published by Health Canada (dated October 18, 2024), communicated herewith as **Exhibit AP-15**.

52. As appears from Exhibit AP-15, depending on how they are characterized, the Sugar Products may fall within several categories of the Table of Reference Amounts for Food, all of which carry a reference amount of 250 ml or more, as summarized in the following table:

Item	Category (Table of Reference Amounts for Food)	Reference amount
B.1	Iced coffee and iced specialty coffee; iced tea (including flavoured and sweetened)	375 ml
B.3	Coffee, including specialty coffee and café au lait	250 ml (30 ml for espresso alone)
B.4	Tea, including specialty tea, chai and matcha	250 ml
D.11	Milk, buttermilk and milk-based drinks	250 ml
D.13	Shakes and dairy-based smoothies, with or without coffee or juice, including protein shakes	250 ml

53. However, this characterization is immaterial since, on Starbucks' own figures, none of the Sugar Products meets the conditions of item 37 on a reference amount of 250 ml or 375 ml (nor on any reference amount greater than approximately 30 ml).

54. Indeed, the Sugar Products with the lowest concentration of sugars, in any size, are the Iced Sugar-Free Vanilla Protein Matcha and the Iced Sugar-Free Caramel Protein Matcha (both in the Tall size), which contain 6 g of sugars per 354 ml, or approximately 1.69 g of sugars per 100 ml (as per Exhibits AP-9 and AP-11). At that concentration, these Sugar Products contain approximately 4.2 g of sugars per 250 ml reference amount, more than 8 times the 0.5 g limit, and approximately 6.4 g of sugars per 375 ml reference amount, more than 12 times the limit.

55. Even on a reference amount as small as 30 ml, or two tablespoons, these Sugar Products would contain approximately 0.51 g of sugars, already above the 0.5 g limit.

56. Likewise, the Sugar Products with the lowest energy concentration, in any size, are the same Iced Sugar-Free Vanilla Protein Matcha and Iced Sugar-Free Caramel Protein Matcha (both in the Tall size), which provide 130 Calories per 354 ml, or approximately 36.7 Calories per 100 ml (Exhibits AP-9 and AP-11). At that concentration, these Sugar Products provide approximately 92 Calories per 250 ml reference amount, 2.3 times the 40-Calorie limit, and approximately 138 Calories per 375 ml reference amount, nearly three and a half (3.5) times the limit.

57. The following tables set out, for each Sugar Product and size (sorted from the lowest to the highest concentration), the concentration of sugars and of energy and the corresponding quantities per reference amount of 250 ml and 375 ml (as per the data contained in Exhibits AP-4 to AP-11):

Sugar Concentrations Table:

Product	Size	Volume (ml)	Sugars (g)	Sugars per 100 ml (g)	Sugars per 250 ml (g) and multiple of limit	Sugars per 375 ml (g) and multiple of limit
Iced Sugar-Free Vanilla Protein Matcha	Tall	354	6	1.69	4.24 (8.5x)	6.36 (12.7x)
Iced Sugar-Free Caramel Protein Matcha	Tall	354	6	1.69	4.24 (8.5x)	6.36 (12.7x)
Iced Sugar-Free Vanilla Protein Latte	Venti	709	13	1.83	4.58 (9.2x)	6.88 (13.8x)
Iced Sugar-Free Caramel Protein Latte	Venti	709	13	1.83	4.58 (9.2x)	6.88 (13.8x)
Iced Sugar-Free Caramel Protein Latte	Grande	473	9	1.90	4.76 (9.5x)	7.14 (14.3x)
Iced Sugar-Free Vanilla Protein Latte	Grande	473	9	1.90	4.76 (9.5x)	7.14 (14.3x)
Iced Sugar-Free Caramel Protein Latte	Tall	354	7	1.98	4.94 (9.9x)	7.42 (14.8x)
Iced Sugar-Free Vanilla Protein Latte	Tall	354	7	1.98	4.94 (9.9x)	7.42 (14.8x)
Iced Sugar-Free Caramel Protein Matcha	Grande	473	10	2.11	5.29 (10.6x)	7.93 (15.9x)
Iced Sugar-Free Vanilla Protein Matcha	Grande	473	10	2.11	5.29 (10.6x)	7.93 (15.9x)
Iced Sugar-Free Vanilla Protein Matcha	Venti	709	17	2.40	5.99 (12.0x)	8.99 (18.0x)
Iced Sugar-Free Caramel Protein Matcha	Venti	709	17	2.40	5.99 (12.0x)	8.99 (18.0x)
Sugar-Free Vanilla Protein Latte	Venti	709	19	2.68	6.70 (13.4x)	10.05 (20.1x)
Sugar-Free Vanilla Protein Matcha	Venti	709	20	2.82	7.05 (14.1x)	10.58 (21.2x)
Sugar-Free Caramel Protein Matcha	Short	236	7	2.97	7.42 (14.8x)	11.12 (22.2x)

Product	Size	Volume (ml)	Sugars (g)	Sugars per 100 ml (g)	Sugars per 250 ml (g) and multiple of limit	Sugars per 375 ml (g) and multiple of limit
Sugar-Free Vanilla Protein Latte	Short	236	7	2.97	7.42 (14.8x)	11.12 (22.2x)
Sugar-Free Vanilla Protein Matcha	Short	236	7	2.97	7.42 (14.8x)	11.12 (22.2x)
Sugar-Free Caramel Protein Latte	Short	236	7	2.97	7.42 (14.8x)	11.12 (22.2x)
Sugar-Free Vanilla Protein Latte	Tall	354	11	3.11	7.77 (15.5x)	11.65 (23.3x)
Sugar-Free Caramel Protein Matcha	Tall	354	11	3.11	7.77 (15.5x)	11.65 (23.3x)
Sugar-Free Caramel Protein Latte	Tall	354	11	3.11	7.77 (15.5x)	11.65 (23.3x)
Sugar-Free Vanilla Protein Matcha	Tall	354	11	3.11	7.77 (15.5x)	11.65 (23.3x)
Sugar-Free Vanilla Protein Latte	Grande	473	15	3.17	7.93 (15.9x)	11.89 (23.8x)
Sugar-Free Caramel Protein Latte	Grande	473	15	3.17	7.93 (15.9x)	11.89 (23.8x)
Sugar-Free Caramel Protein Latte	Venti	591	19	3.21	8.04 (16.1x)	12.06 (24.1x)
Sugar-Free Vanilla Protein Matcha	Grande	473	16	3.38	8.46 (16.9x)	12.68 (25.4x)
Sugar-Free Caramel Protein Matcha	Grande	473	16	3.38	8.46 (16.9x)	12.68 (25.4x)
Sugar-Free Caramel Protein Matcha	Venti	591	21	3.55	8.88 (17.8x)	13.32 (26.6x)

Energy Concentrations Table:

Product	Size	Volume (ml)	Calories	Calories per 100 ml	Calories per 250 ml and multiple of limit	Calories per 375 ml and multiple of limit
Iced Sugar-Free Caramel Protein Matcha	Tall	354	130	36.7	92 (2.30x)	138 (3.44x)
Iced Sugar-Free Vanilla Protein Matcha	Tall	354	130	36.7	92 (2.30x)	138 (3.44x)
Sugar-Free Vanilla Protein Latte	Venti	709	270	38.1	95 (2.38x)	143 (3.57x)
Iced Sugar-Free Vanilla Protein Latte	Venti	709	280	39.5	99 (2.47x)	148 (3.70x)
Iced Sugar-Free Caramel Protein Latte	Venti	709	280	39.5	99 (2.47x)	148 (3.70x)
Iced Sugar-Free Caramel Protein Latte	Grande	473	200	42.3	106 (2.64x)	159 (3.96x)
Iced Sugar-Free Vanilla Protein Latte	Grande	473	200	42.3	106 (2.64x)	159 (3.96x)
Sugar-Free Vanilla Protein Matcha	Venti	709	300	42.3	106 (2.64x)	159 (3.97x)
Iced Sugar-Free Vanilla Protein Latte	Tall	354	150	42.4	106 (2.65x)	159 (3.97x)
Iced Sugar-Free Caramel Protein Matcha	Grande	473	210	44.4	111 (2.77x)	166 (4.16x)
Iced Sugar-Free Vanilla Protein Matcha	Grande	473	210	44.4	111 (2.77x)	166 (4.16x)
Iced Sugar-Free Caramel Protein Latte	Tall	354	160	45.2	113 (2.82x)	169 (4.24x)
Sugar-Free Caramel Protein Latte	Venti	591	270	45.7	114 (2.86x)	171 (4.28x)
Sugar-Free Caramel Protein Matcha	Short	236	110	46.6	117 (2.91x)	175 (4.37x)
Sugar-Free Vanilla Protein Matcha	Short	236	110	46.6	117 (2.91x)	175 (4.37x)

Product	Size	Volume (ml)	Calories	Calories per 100 ml	Calories per 250 ml and multiple of limit	Calories per 375 ml and multiple of limit
Sugar-Free Vanilla Protein Latte	Short	236	110	46.6	117 (2.91x)	175 (4.37x)
Iced Sugar-Free Caramel Protein Matcha	Venti	709	340	48.0	120 (3.00x)	180 (4.50x)
Iced Sugar-Free Vanilla Protein Matcha	Venti	709	340	48.0	120 (3.00x)	180 (4.50x)
Sugar-Free Caramel Protein Matcha	Tall	354	170	48.0	120 (3.00x)	180 (4.50x)
Sugar-Free Caramel Protein Latte	Grande	473	230	48.6	122 (3.04x)	182 (4.56x)
Sugar-Free Vanilla Protein Latte	Grande	473	230	48.6	122 (3.04x)	182 (4.56x)
Sugar-Free Vanilla Protein Matcha	Grande	473	240	50.7	127 (3.17x)	190 (4.76x)
Sugar-Free Caramel Protein Matcha	Venti	591	300	50.8	127 (3.17x)	190 (4.76x)
Sugar-Free Vanilla Protein Matcha	Tall	354	180	50.8	127 (3.18x)	191 (4.77x)
Sugar-Free Vanilla Protein Latte	Tall	354	180	50.8	127 (3.18x)	191 (4.77x)
Sugar-Free Caramel Protein Latte	Tall	354	180	50.8	127 (3.18x)	191 (4.77x)
Sugar-Free Caramel Protein Latte	Short	236	120	50.8	127 (3.18x)	191 (4.77x)
Sugar-Free Caramel Protein Matcha	Grande	473	250	52.9	132 (3.30x)	198 (4.96x)

58. These calculations rely on the nutrition values published by Starbucks itself, as per Exhibits AP-4 to AP-11.

59. Consequently, none of the Sugar Products, in any size and in either official language, meets either of the two cumulative conditions of item 37 of the Health Canada Table, and Starbucks' designation of the Sugar Products as "Sugar-Free" and « sans sucre

» is therefore not only **misleading** but also **prohibited**.

The “less sugar” / « moins sucré » representations

60. In addition, and as appears from the product pages of six (6) out of the eight (8) Sugar Products, Starbucks represents that the Sugar Product contains “less sugar” (in French, « moins sucré ») than another Starbucks beverage, namely:

- a) the Sugar-Free Vanilla Protein Latte: “with less sugar than our Vanilla Protein Latte” (« Moins sucré que notre latte protéiné à la vanille ») (Exhibit AP-4);
- b) the Iced Sugar-Free Vanilla Protein Latte: “with less sugar than our Iced Vanilla Protein Latte” (« Moins sucré que notre latte glacé protéiné à la vanille ») (Exhibit AP-5);
- c) the Sugar-Free Vanilla Protein Matcha: “with less sugar than our Protein Matcha” (« Moins sucré que notre matcha protéiné ») (Exhibit AP-8);
- d) the Iced Sugar-Free Vanilla Protein Matcha: “with less sugar than our Iced Protein Matcha” (« Moins sucré que notre matcha glacé protéiné ») (Exhibit AP-9);
- e) the Sugar-Free Caramel Protein Matcha: “with less sugar than our Protein Matcha” (« Moins sucré que notre matcha latte protéiné ») (Exhibit AP-10);
- f) Iced Sugar-Free Caramel Protein Matcha: “with less sugar than our Iced Protein Matcha” (« Moins sucré que notre matcha latte glacé protéiné ») (Exhibit AP-11);

61. “Less sugar” and « moins sucré » are themselves regulated comparative nutrient content claims, listed under item 38 of the Health Canada Table (“Reduced in sugars” / « Teneur réduite en sucres ») (Exhibit AP-13).

62. In addition to requiring a reduction of at least 25%, totalling at least 5 g of sugars, compared to the similar reference food, item 38 requires that the label or advertisement identify (a) the similar reference food, (b) the amounts of the food and of the similar reference food being compared, if those amounts are not equal, and (c) the difference in sugars compared to the similar reference food, per serving of stated size, expressed as a percentage or fraction or in grams (as appears from Exhibit AP-13).

63. The CFIA further specifies that, for foods sold in restaurants, the whole comparative

claim must be stated along with the supporting information per serving of stated size, in the same size and prominence, with no intervening material (as appears from Exhibit AP-14.1).

64. None of Starbucks' "less sugar" / « moins sucré » representations states the difference in sugars between the Sugar Product and the beverage to which it is compared, whether as a percentage, as a fraction, or in grams (as appears from Exhibits AP-4, AP-5 and AP-8 to AP-11).

65. Plaintiff communicates as **Exhibit AP-16**, *en liasse*, copies of the product and nutrition pages for the various comparison beverages mentioned above, namely the Vanilla Protein Latte, Iced Vanilla Protein Latte, Caramel Protein Latte, Iced Caramel Protein Latte, Protein Matcha, Iced Protein Matcha, Caramel Protein Matcha and Iced Caramel Protein Matcha (in all sizes offered), as posted on the Starbucks.ca website.

66. The following table therefore sets out, size by size, the difference in sugars between each Sugar Product making a "less sugar" / « moins sucré » claim and the beverage to which Starbucks compares it, none of which is disclosed by Starbucks (i.e. comparing the data at Exhibits AP-4, AP-5, AP-8 to AP-11 with the data at Exhibit AP-16):

Product	Compared by Starbucks to	Size	Product sugars (g)	Comparison sugars (g)	Undisclosed difference (g)	Reduction (%)
Sugar-Free Vanilla Protein Latte	Vanilla Protein Latte	Short	7	16	9	56%
Sugar-Free Vanilla Protein Latte	Vanilla Protein Latte	Tall	11	25	14	56%
Sugar-Free Vanilla Protein Latte	Vanilla Protein Latte	Grande	15	34	19	56%
Sugar-Free Vanilla Protein Latte	Vanilla Protein Latte	Venti	19	43	24	56%
Iced Sugar-Free Vanilla Protein Latte	Iced Vanilla Protein Latte	Tall	7	22	15	68%
Iced Sugar-Free Vanilla Protein Latte	Iced Vanilla Protein Latte	Grande	9	29	20	69%
Iced Sugar-Free Vanilla Protein Latte	Iced Vanilla Protein Latte	Venti	13	42	29	69%
Sugar-Free Vanilla Protein Matcha	Protein Matcha	Short	7	12	5	42%

Product	Compared by Starbucks to	Size	Product sugars (g)	Comparison sugars (g)	Undisclosed difference (g)	Reduction (%)
Sugar-Free Vanilla Protein Matcha	Protein Matcha	Tall	11	20	9	45%
Sugar-Free Vanilla Protein Matcha	Protein Matcha	Grande	16	30	14	47%
Sugar-Free Vanilla Protein Matcha	Protein Matcha	Venti	20	40	20	50%
Iced Sugar-Free Vanilla Protein Matcha	Iced Protein Matcha	Tall	6	13	7	54%
Iced Sugar-Free Vanilla Protein Matcha	Iced Protein Matcha	Grande	10	23	13	57%
Iced Sugar-Free Vanilla Protein Matcha	Iced Protein Matcha	Venti	17	36	19	53%
Sugar-Free Caramel Protein Matcha	Protein Matcha	Short	7	12	5	42%
Sugar-Free Caramel Protein Matcha	Protein Matcha	Tall	11	20	9	45%
Sugar-Free Caramel Protein Matcha	Protein Matcha	Grande	16	30	14	47%
Sugar-Free Caramel Protein Matcha	Protein Matcha	Venti	21	40	19	48%
Iced Sugar-Free Caramel Protein Matcha	Iced Protein Matcha	Tall	6	13	7	54%
Iced Sugar-Free Caramel Protein Matcha	Iced Protein Matcha	Grande	10	23	13	57%
Iced Sugar-Free Caramel Protein Matcha	Iced Protein Matcha	Venti	17	36	19	53%

67. We note that Starbucks compares the Sugar-Free Caramel Protein Matcha and the Iced Sugar-Free Caramel Protein Matcha not with their own caramel counterparts, namely the Caramel Protein Matcha and the Iced Caramel Protein Matcha, but rather

with the Protein Matcha and the Iced Protein Matcha prepared with classic syrup (Exhibits AP-10, AP-11 and AP-16).

68. Compared with their true caramel counterparts, the Sugar-Free Caramel Protein Matchas show the following differences (Exhibits AP-10, AP-11 and AP-16):

Product	Caramel counterpart	Size	Product sugars (g)	Counterpart sugars (g)	Difference (g)	Reduction (%)
Sugar-Free Caramel Protein Matcha	Caramel Protein Matcha	Short	7	12	5	42%
Sugar-Free Caramel Protein Matcha	Caramel Protein Matcha	Tall	11	22	11	50%
Sugar-Free Caramel Protein Matcha	Caramel Protein Matcha	Grande	16	32	16	50%
Sugar-Free Caramel Protein Matcha	Caramel Protein Matcha	Venti	21	43	22	51%
Iced Sugar-Free Caramel Protein Matcha	Iced Caramel Protein Matcha	Tall	6	14	8	57%
Iced Sugar-Free Caramel Protein Matcha	Iced Caramel Protein Matcha	Grande	10	24	14	58%
Iced Sugar-Free Caramel Protein Matcha	Iced Caramel Protein Matcha	Venti	17	38	21	55%

69. Starbucks' "less sugar" / « moins sucré » representations are therefore themselves non-compliant in these various ways detailed above.

70. In all cases, they do not cure the "Sugar-Free" / « sans sucre » misrepresentations and designations in the title names of the Sugar Products and in the initial protein beverages menu page, as mentioned above.

The General Impression Created by the Sugar Products' Names

71. The general impression conveyed to a credulous and inexperienced consumer (Class Member) by a beverage actually **named** "Sugar-Free" or « sans sucre » is that the beverage contains no sugar.
72. As mentioned above and as appears from Exhibit AP-12, Starbucks publicly confirmed (after being sued in the USA) that it does not add sugar to the drinks and that it uses sugar-free syrup for flavouring, suggesting that the "Sugar-Free" designation refers only to the syrup favouring (i.e. the caramel or vanilla flavoring).
73. Such an excuse and interpretation by Starbucks is clearly wrong. The words "Sugar-Free" and « sans sucre » form part of the actual **name** of the beverage sold and not merely of one of its ingredients. Indeed, Starbucks uses the same "Sugar-Free" and « sans sucre » words separately to designate the name of the Caramel or Vanilla syrups themselves when it sells them as add-ons to beverages.
74. In this regard, and to further evidence the inconsistencies and misrepresentations by Starbucks, if a consumer (Class Member) ultimately decides that he or she does not want any caramel or vanilla flavor syrup pumped into the protein beverage, the Starbucks website does not rename the Product and continues to call this beverage as being "Sugar-Free" / « sans sucre » (all the way until the end of the transaction), which is clearly incorrect by all accounts, the whole as more fully appears from various example orders the undersigned attorneys prepared on the Starbucks website for the purposes of this proceeding, wherein the choice of zero flavor syrup pumps in the protein beverage was selected. These examples all show a final cart listing the items as "Sugar-Free" (right next to the equivalent protein beverage containing the flavored syrup), communicated herewith, *en liasse*, as **Exhibit AP-17**.
75. What's worse in the above examples is that the price does not even get decreased when selecting zero flavor syrup pumps, aside from the fact of course that the Sugar Product is still being offered, represented and sold as being "Sugar-Free" and « sans sucre », which is clearly incorrect (even according to Starbucks' own excuses).
76. Furthermore, the conditions of item 37 of the Health Canada Table apply to the food sold, and a claim referring to an ingredient constitutes an implied claim about the food itself.
77. The presence elsewhere on certain Starbucks webpages of the Sugar Products' sugar content and/or the statement "No Added Sugar" / « Sans sucre ajouté », does not

correct the general impression created by the Sugar Products' names and initial menu page title, which are the misrepresentations to which every Class Member was necessarily exposed when ordering.

78. Consumers purchase the Sugar Products either online, through the Starbucks website or mobile application, or in person at a Starbucks café, including at the counter and at the drive-through. The Sugar Products can also be purchased from Defendants Uber Eats, DoorDash and Skip (via their own respective websites or mobile apps).
79. Consumers who purchase online or through a mobile application initially see and have to select the Sugar Product by its name which contains the words "Sugar-Free" / « sans sucre ». They are therefore duped immediately.
80. They are then sent to a second step which may detail certain product descriptions presented by Starbucks, including the statement of "No Added Sugar" / « Sans sucre ajouté », which reinforces the general impression that the Sugar Product is free of sugar (Exhibits AP-4 to AP-11).
81. On Starbucks' Canadian website, the sugar content of the Sugar Products appears neither in their names nor in their descriptions, but only in an abbreviated nutrition summary placed at the bottom of each product page (in much smaller print), after the ordering options, and on a separate page entitled "Full nutrition & ingredients list" (Exhibits AP-4 to AP-11).
82. If one clicks on said "Full nutrition & ingredients list" link or box, the Starbucks Canadian (.ca) website indicates for each of the Sugar Products that the information is "Not available for this item" (under the headings "Ingredients" and "Allergens"). However, the Starbucks US (.com) website actually lists the ingredients of the same beverages, the whole as more fully appears from the various "Full nutrition & ingredients list" pages on both the Starbucks.com and Starbucks.ca websites, copies of which are communicated herewith, *en liasse*, as **Exhibit AP-18**.
83. Accordingly, Starbucks intentionally fails to disclose the ingredients lists for the Sugar Products on its Canadian website (which services Canadian consumers/customers/Class Members) whereas it lists the ingredients on its US website.
84. Consumers who purchase the **Sub-Group B Products** online or through the Starbucks mobile application are also exposed to Starbucks' further **misrepresentation** that the beverage contains "36g of protein per grande" (« 36

grammes de protéines dans un format Grande ») which is false and incorrect, as more fully detailed below and as appears from Exhibit AP-9 and Exhibit AP-20 (mentioned below);

85. Consumers who purchase in a Starbucks café (either at the counter or drive-through) order the Product by its name alone, actually ordering and uttering the words “Sugar-Free” or « sans sucre », without ever being told at any point before (nor after) the transaction that the Sugar Product actually contains sugar.
86. Once the transaction is completed, and the purchase is therefore concluded within the meaning of the Law, the consumer receives a beverage bearing a printed label which identifies the beverage purchased as “Sugar-Free” / « sans sucre », the whole as more fully appears from a photograph of the printed label affixed to a Sugar Product purchased in a Starbucks café (not a picture of an item purchased by the Plaintiff herein), communicated herewith as **Exhibit AP-19**.
87. That label confirms once again to the consumer that what was purchased and received is free of sugar, when that representation is incorrect, false, misleading and prohibited as detailed above.
88. In every purchasing channel, the general impression conveyed to the consumers and Class Members is therefore that the Sugar Product contains no sugar (and for the Sub-Group B Products purchased that it also contains 36 g of protein per Grande - which is also false).

The Risk to Consumers’ Health

89. Many consumers avoid sugar for various reasons, whether that be general health, diabetes and blood glucose levels or other factors. Therefore, for many consumers, a mislabeling or misrepresentation like the one mentioned above is significant.
90. The “Sugar-Free” / « sans sucre » misrepresentation is of particular importance to consumers who must limit or monitor their sugar intake for medical reasons, including persons living with diabetes.
91. Such consumers rely on a “sugar-free” representation precisely in order to avoid consuming sugars, and make dietary and health decisions accordingly.
92. The sugars contained in the Sugar Products may indeed affect blood glucose levels,

which is why persons living with diabetes track the sugars consumed, whether provided by milk, flavor syrups or otherwise.

93. Unknowingly consuming between 6 g and 21 g of sugars in a beverage represented as “Sugar-Free” / « sans sucre » exposes such persons to a risk of elevated blood sugar and, in some cases, of serious illness.
94. Defendants, which operate sophisticated food service enterprises, are necessarily aware that consumers seeking “sugar-free” beverages include persons for whom sugar intake is a health concern, and of the risks to which a false “sugar-free” representation exposes them.

The Protein Misrepresentation for the Sub-Group B Products (Iced Sugar-Free Vanilla Protein Matcha and Iced Protein Matcha)

95. Consumers and Class Members are more and more concerned nowadays about the exact amount of protein being consumed each day, for general health and wellness / dieting purposes.
96. This is indeed why Starbucks introduced, launched, marketed and commercialized this new line of protein packed beverages, namely in order to entice such protein seeking consumers to buy their new protein beverage products, at a premium.
97. The Starbucks Sugar Product called “Iced **Sugar-Free** Vanilla **Protein** Matcha” suffers from all of the sugar-related defects and misrepresentations described above and is included in the Sugar Products list of Sub-Group A. This item is also included in Sub-Group B.
98. Another Starbucks protein beverage product called “Iced **Protein** Matcha” is not included in the list of Sugar Products in Sub-Group A but is included in Sub-Group B.
99. Starbucks represents in its description of both Sub-Group B Products (namely the Iced Sugar-Free Vanilla Protein Matcha and the Iced Protein Matcha) that they contain “36g of protein per grande” (« 36 grammes de protéines dans un format Grande »), as appears from Exhibit AP-9 and the “Iced Protein Matcha description” on the Starbucks website, communicated herewith in both languages as **Exhibit AP-20**.
100. However, Starbucks’ own published nutrition information for the Grande size of the Sub-Group B Products in question states that they contain 31 g of protein, as appears

from Exhibits AP-9 and AP-20.

101. Starbucks therefore overstates the protein content of the Sub-Group B Products by 5 g, or approximately 16%, in both official languages.

102. The 36 g figure in fact corresponds to none of the sizes available for the Sub-Group B Products, namely that according to Starbucks, the Tall size contains 18 g of protein, the Grande size contains 31 g of protein, and the Venti size contains 50 g of protein, as appears from Exhibits AP-9 and AP-20.

103. The following table summarizes these protein content misrepresentations:

Product	Protein stated in Starbucks' description	Protein per Starbucks' nutrition data (Grande)	Difference
Iced Sugar-Free Vanilla Protein Matcha (Sub-Group B Product)	36 g	31 g	+5 g (approx. 16% overstated)
Iced Protein Matcha (Sub-Group B Product)	36 g	31 g	+5 g (approx. 16% overstated)
Iced Sugar-Free Caramel Protein Matcha (one of the Sugar Products)	31 g	31 g	None (accurate)

104. Protein content is a central attribute of the Sub-Group B Products, whose very name includes the word "Protein" and which Starbucks markets as "Protein-Packed", such that consumers are reasonably entitled to rely on the quantity of protein represented.

105. Starbucks' representation that the Sub-Group B Products contain 36 g of protein per Grande is false and misleading within the meaning of Sections 218 and 219 CPA, and falsely ascribes to the Sub-Group B Products a measure and a particular advantage that they do not have, contrary to Sections 220(a) and 221(b) CPA.

Related litigation in the United States

106. On October 2, 2026, a similar Sugar-Free related class action proceeding was instituted in the United States of America against Starbucks Corporation, the whole as more fully appears from the Class Action Complaint dated October 2, 2026 in the matter of Walsh et al. v. Starbucks Corporation, before the United States District Court for the Western District of Washington at Seattle, bearing Case No. 2:26-cv-03745, a copy of which is communicated herewith, as **Exhibit AP-21**, as though recited at length herein (hereinafter the "**US Class Action**").

107. The US Class Action does not raise the protein representation made with respect to the Sub-Group B Products, which is specific to the present application.
108. The complaint in the US Class Action makes reference *inter alia* to the Starbucks press release already communicated as Exhibit AP-2.1, as well as to other public representations made by Starbucks in the USA.
109. Finally, it alleges (at par. 169) that on October 1, 2026, counsel for the plaintiffs in the US Class Action gave Starbucks written notice of the alleged breaches before instituting the US Class Action. However, notwithstanding this notice and the subsequent filing of the US Class Action, Defendants continue to market and commercialize the Sugar Products in the same manner in Canada (including through websites and mobile applications).
110. Plaintiff invokes *inter alia* the following legislative provisions:
- (a) Sections 1(e), 2, 41, 216, 218, 219, 220(a), 221(b), 221(c), 228, 253 and 272 of the Consumer Protection Act, CQLR c. P-40.1;
 - (b) Sections 36 and 52 of the Competition Act, R.S.C. 1985, c. C-34;
 - (c) Section 5(1) and 5(2) of the Food and Drugs Act, R.S.C. 1985, c. F-27;
 - (d) Sections B.01.502, B.01.503, B.01.507(e) and B.01.511 of the Food and Drug Regulations, C.R.C., c. 870, and items 2, 37, 37.1, 38, 39 and 40 of the Table of Permitted Nutrient Content Statements and Claims incorporated by reference therein;
 - (e) Articles 1457, 1458 and 1621 of the Civil Code of Québec;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

111. Plaintiff reiterates the above allegations in the present section, as though recited at length.
112. The Plaintiff purchased the Sugar-Free Vanilla Protein Latte on multiple occasions since its launch in 2025.
113. She purchased it each time in person, at Starbucks cafés in Montreal.
114. She paid \$6.95 (plus taxes), for a total of \$7.99 each time as well.
115. At the time of each purchase, Plaintiff verbally ordered the beverage as a “Sugar-Free Vanilla Protein Latte” and she was oftentimes exposed to that Sugar-Free name displayed on the overhead menu behind the counter.
116. The Plaintiff understood and relied upon the word “Sugar-Free” or « sans sucre » in the name of the Sugar Product to mean that the beverage contained no sugar at all.
117. She agreed to purchase the Sugar-Free Vanilla Protein Latte rather than another beverage because it was represented as being “Sugar-Free” / « sans sucre ».
118. Nothing in the name of the beverage, on the menu from which the Plaintiff ordered or at the time of the purchase informed the Plaintiff that the beverage contained sugar.
119. The Starbucks employee also did not confirm that the beverage being ordered contained sugar.
120. Each time she actually received the purchased Sugar Product ordered (after having paid for it), the label (sticker) affixed by the Starbucks employee on Plaintiff's cup (which confirms Plaintiff's first name and specific order) also included the words "sans sucre" in the title of beverage, reinforcing her belief that it was indeed Sugar-Free.
121. Had the Plaintiff known that the Sugar-Free Vanilla Protein Latte contained sugar, the Plaintiff would not have purchased it.

Punitive Damages

122. Plaintiff reiterates the above allegations in the present section, as though recited at length.
123. Section 272 of the CPA and Article 1621 of the C.C.Q. entitle the Class Members to claim punitive damages, in accordance with the criteria set out *inter alia* by the Supreme Court of Canada in *Richard v. Time Inc.*, 2012 SCC 8.
124. The false representation is not hidden in fine print: it forms part of the very name of each Sugar Product, in both official languages, and is repeated every time a Sugar Product is listed, ordered and sold.
125. Defendants knew the regulated distinction between the claims “sugar-free” and “no added sugar”, as demonstrated by their own use of the latter in their product descriptions, and nonetheless chose the former for the Sugar Products’ names;
126. The regulatory threshold is not exceeded marginally, but by a factor of at least twelve (12) for sugars and at least 2.75 for energy, in every size of every Sugar Product.
127. Defendants are sophisticated multinational enterprises with ample resources to ensure that their product names comply with Canadian food labelling rules, and their failure to do so shows, at the very least, a careless and serious disregard for the rights of consumers.
128. Defendants’ carelessness is not limited to the “Sugar-Free” / « sans sucre » designations: they also overstate the protein content of the Sub-Group B Products by approximately 16%, in both official languages, and fail to provide Class Members with the information required by law in support of its comparative “less sugar” / « moins sucré » claims, which demonstrates a careless and serious disregard for the accuracy of their nutrition labelling and for their obligation to properly inform Class Members of the required information.
129. Defendants moreover repeat the false “Sugar-Free” / « sans sucre » representation on the printed label affixed to each beverage purchased in Starbucks cafés (or via ordering websites and applications such as Uber Eats, DoorDash and Skip), thereby confirming the misrepresentation to the consumer at the very moment the beverage is delivered, after the purchase has been concluded.
130. Defendants maintained these representations despite being necessarily aware that consumers relying on a “sugar-free” representation include persons, such as

diabetics, for whom the unknowing consumption of sugars presents a serious health risk, which aggravates the seriousness of their conduct.

131. Starbucks' own public statements, including its announcement of "sugar-free and unsweetened choices", demonstrate that it understood the significance of a "sugar-free" representation to its customers.
132. Starbucks continued to sell the Sugar Products in Canada under the names "Sugar-Free" and « sans sucre » after receiving formal written notice of the alleged breaches in the United States on October 1, 2026 and after the institution of the US Class Action on October 2, 2026. The other Defendants also continue to sell these products as well.
133. Defendants' conduct, as more fully detailed above, shows an intentional, malicious, oppressive and/or high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers. In that event, and reiterating all the allegations above, punitive damages should be awarded to Plaintiff and the Class Members, independently from the compensatory damages claimed by Plaintiff and the Class Members.
134. Plaintiff therefore claims, on behalf of herself and the Class Members, punitive and/or exemplary damages in an amount to be determined by the Court.
135. Punitive damages are appropriate in order to send a strong message to such food distribution companies that proper marketing and labelling in food products are of the utmost importance (including without limitation when it concerns health and wellness considerations such as sugar or protein content).
136. Indeed, punitive damages (provided for in Section 272 CPA) have a preventive objective, namely to discourage the repetition of such undesirable conduct.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE CLASS MEMBERS

137. Plaintiff reiterates the above allegations in the present section, as though recited at length.
138. Class Members in Sub-Group A purchased at least one Sugar Product that Defendants represented as "Sugar-Free" or « sans sucre » by the very name under which it was ordered and sold.

139. Class Members in Sub-Group B purchased at least one Sub-Group B Product that Defendants represented as containing more grams of protein than it really has.
140. Every Class Member was therefore exposed to the false or misleading representation before purchasing.
141. None of the Sugar Products or Sub-Group B Products, in any size, met the conditions required for such a representation.
142. Class Members, whether purchasing online, through a mobile application or in a Starbucks café, were exposed to the “Sugar-Free” / « sans sucre » representation and/or the protein content representation before concluding the purchase, and the ultimate beverage cups delivered also bear a printed label repeating that representation.
143. The Class Members' consent was vitiated for the reasons detailed above.
144. Pursuant to Section 253 CPA, where a merchant, manufacturer or advertiser engages in a prohibited practice, it is presumed that, had the consumer been aware of that practice, the consumer would not have agreed to be bound or would not have paid such a high price.
145. The Class Members are entitled under Section 272 CPA to a reduction of their obligations (including either a full reimbursement or other reduction), to compensatory damages and to punitive damages, in amounts to be determined by the Court.
146. The Class Members are also entitled under Section 36 of the Competition Act to recover the damages they suffered as a result of false or misleading representations to the public, contrary to Section 52 of that Act.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

147. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the reasons detailed below.
148. Plaintiff is unaware of the specific number of persons who purchased the Sugar Products or Sub-Group B Products in Canada. However, given that Starbucks Canada operates approximately 100 establishments in Quebec alone and hundreds

more across Canada, let alone the online sales through all of the Defendants' websites and mobile applications, Plaintiff believes that the Class includes tens of thousands of persons, if not more.

149. Class Members are numerous and are scattered across the entire province (and country).
150. In addition, given the costs and risks inherent in an action before the Courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by Defendants' conduct would increase delay and expense to all parties and to the Court system;
151. Moreover, a multitude of actions instituted risks leading to contradictory judgments on issues of fact and law that are similar or related to all Class Members;
152. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action;
153. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice;
154. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' false and misleading representations;
155. The claims of the Class Members raise identical, similar or related issues of law and facts (Article 575 (1) C.C.P.), namely:
 - a) Did Defendants represent the Sugar Products as "Sugar-Free" and/or « sans sucre »?
 - b) Do the Sugar Products meet the conditions set out in item 37 of the Health Canada Table of Permitted Nutrient Content Statements and Claims for a "sugar-free" or « sans sucre » claim?
 - c) Did Defendants' "less sugar" and « moins sucré » representations comply with item 38 of that Health Canada Table of Permitted Nutrient Content Statements and Claims?

- d) Did Defendants falsely represent that the Sub-Group B Products contain 36 g of protein per Grande?
- e) Did Defendants engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Sugar Products?
- f) Did Defendants engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Sub-Group B Products?
- g) Are Defendants' representations false or misleading?
- h) Did Defendants fail to mention an important fact?
- i) Did Defendants make representations to the public that are false or misleading in a material respect, contrary to the Competition Act?
- j) Are the Class Members entitled to a full reimbursement or reduction of their obligations and/or to other compensatory damages, and if so, in what amounts?
- k) Are the Class Members entitled to punitive damages, and if so, in what amount?
- l) If and to what extent are the various Defendants solidarily liable herein regarding the sales of the Sugar Products?
- m) If and to what extent are the various Defendants solidarily liable herein regarding the sales of the Sub-Group B Products?
- n) Should injunctive relief be ordered to prohibit the Defendants from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?

156. The interests of justice favour that this application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

157. The action that Plaintiff wishes to institute for the benefit of the Class Members is an action in damages and injunctive relief.

158. The facts alleged herein appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an originating application:

GRANT the Class Action of Plaintiff and each of the Class Members against Defendants;

DECLARE that Defendants made false or misleading representations to the Sub-Group A Members by designating the Sugar Products as “Sugar-Free” and « sans sucre », and by representing that certain Sugar Products contain “less sugar” or are « moins sucré » without disclosing the information required by law;

DECLARE that Defendants made a false or misleading representation to the Sub-Group B Members by representing that the Sub-Group B Products contain 36 g of protein per Grande;

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class Members;

DECLARE to what extent the Defendants are solidarily liable herein;

ORDER Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct concerning the Sugar Products and Sub-Group B Products;

CONDEMN the Defendants to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, including the reimbursement of the purchase price paid (or other portion thereof) including delivery and service charges, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the original Application for Authorization;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fee and publication fees to advise members;

159. Plaintiff suggests that this class action be exercised as a national class action, before the Superior Court, in the District of Montreal, for the following reasons:

- (a) Plaintiff resides in the District of Montreal;
- (b) A great number of Class Members reside in the District of Montreal;
- (c) The undersigned attorneys representing the Plaintiff and the proposed Class practice in the District of Montreal;
- (d) Defendants market, offer, commercialize, sell and deliver the Sugar Products and/or the Sub-Group B Products in the same way across the country, including via their national websites and mobile applications (including in Quebec);

160. Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.), since:

- (a) She purchased a Sugar Product many times, sold under the designation "Sugar-Free" or « sans sucre », as described hereinabove;
- (b) She understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interest of the Class Members;
- (c) She is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard and Plaintiff is ready and available to manage and direct the present action in the interest of the Class Members that Plaintiff wishes to represent;
- (d) Plaintiff is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- (e) Her interests are not antagonistic to those of other Class Members;
- (f) She has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- (g) She has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members.
- (h) She, with the assistance of the undersigned attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

161. The present application is well founded in fact and in law;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

AUTHORIZE the bringing of a class action in the form of an Application to institute proceedings in damages in the District of Montreal;

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

Class: Sub-Group A: All persons in Canada who purchased from one of the Defendants, one or more of the following Starbucks beverages: 1) Sugar-Free Vanilla Protein Latte; 2) Iced Sugar-Free Vanilla Protein Latte; 3) Sugar-Free Caramel Protein Latte; 4) Iced Sugar-Free Caramel Protein Latte; 5) Sugar-Free Vanilla Protein Matcha; 6) Sugar-Free Caramel Protein Matcha; 7) Iced Sugar-Free Caramel Protein Matcha; 8) Iced Sugar-Free Vanilla Protein Matcha; Sub-Group B: All persons in Canada who purchased from one of the Defendants one or	Groupe: Sous-groupe A : Toutes les personnes au Canada qui ont acheté d'une des défenderesses, une ou plusieurs des boissons Starbucks suivantes: 1) Latte protéiné à la vanille sans sucre; 2) Latte glacé protéiné à la vanille sans sucre; 3) Latte protéiné au caramel sans sucre; 4) Latte glacé protéiné au caramel sans sucre; 5) Matcha protéiné à la vanille sans sucre; 6) Matcha protéiné au caramel sans sucre; 7) Matcha glacé protéiné au caramel sans sucre; 8) Matcha glacé protéiné à la vanille sans sucre; Sous-groupe B : Toutes les personnes au Canada qui ont acheté d'une des défenderesses
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more of the following Starbucks beverages:	une ou plusieurs des boissons Starbucks suivantes:
1) Iced Sugar-Free Vanilla Protein Matcha;	1) Matcha glacé protéiné à la vanille sans sucre;
2) Iced Protein Matcha;	2) Matcha glacé protéiné;
or any other Group(s) or Sub-Group(s) to be determined by the Court.	ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.

IDENTIFY the principal issues of law and fact to be treated collectively as the following:

- a) Did Defendants represent the Sugar Products as “Sugar-Free” and/or « sans sucre »?
- b) Do the Sugar Products meet the conditions set out in item 37 of the Health Canada Table of Permitted Nutrient Content Statements and Claims for a “sugar-free” or « sans sucre » claim?
- c) Did Defendants’ “less sugar” and « moins sucré » representations comply with item 38 of that Health Canada Table of Permitted Nutrient Content Statements and Claims?
- d) Did Defendants falsely represent that the Sub-Group B Products contain 36 g of protein per Grande?
- e) Did Defendants engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Sugar Products?
- f) Did Defendants engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Sub-Group B Products?
- g) Are Defendants’ representations false or misleading?
- h) Did Defendants fail to mention an important fact?
- i) Did Defendants make representations to the public that are false or

misleading in a material respect, contrary to the Competition Act?

- j) Are the Class Members entitled to a full reimbursement or reduction of their obligations and/or to other compensatory damages, and if so, in what amounts?
- k) Are the Class Members entitled to punitive damages, and if so, in what amount?
- l) If and to what extent are the various Defendants solidarily liable herein regarding the sales of the Sugar Products?
- m) If and to what extent are the various Defendants solidarily liable herein regarding the sales of the Sub-Group B Products?
- n) Should injunctive relief be ordered to prohibit the Defendants from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the Class Action of Plaintiff and each of the Class Members against Defendants;

DECLARE that Defendants made false or misleading representations to the Sub-Group A Members by designating the Sugar Products as “Sugar-Free” and « sans sucre », and by representing that certain Sugar Products contain “less sugar” or are « moins sucré » without disclosing the information required by law;

DECLARE that Defendants made a false or misleading representation to the Sub-Group B Members by representing that the Sub-Group B Products contain 36 g of protein per Grande;

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class Members;

DECLARE to what extent the Defendants are solidarily liable herein;

ORDER Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct concerning the Sugar Products and Sub-Group B Products;

CONDEMN the Defendants to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, including the reimbursement of the purchase price paid (or other portion thereof) including delivery and service charges, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the original Application for Authorization;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fee and publication fees to advise members;

DECLARE that all Class Members who have not requested their exclusion from the Class in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., pursuant to a further order of this Honourable Court;

ORDER that said notice be posted and available on the home page of Defendants' various websites, Facebook account(s), Instagram account(s) and X (formerly Twitter) account(s), and **ORDER** Defendants to send the notice by email with proof of receipt and by direct mail to all Class Members;

ORDER Defendants to pay for all said publication/notification costs;

THE WHOLE with costs including without limitation the Court filing fees herein, expert fees, stenography fees, bailiff and/or process server fees, and all costs related to preparation and publication of the notices to Class Members.

MONTREAL, October 9, 2026

(s) Lex Group Inc.

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

4101 Sherbrooke St. West

Westmount, (Québec), H3Z 1A7

Telephone: 514.451.5500 ext. 101

Fax: 514.940.1605

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff(s) has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Exhibits supporting the application

In support of the application, the Plaintiff intends to use the following exhibits:

Exhibit AP-1.1: Statement of information of Starbucks Coffee Canada, Inc. from the *Registraire des entreprises du Québec*;

Exhibit AP-1.2: Statement of information of Uber Canada Inc. from the *Registraire des entreprises du Québec*;

Exhibit AP-1.3: Statement of information of Uber Castor Canada Inc., from the *Registraire des entreprises du Québec*;

Exhibit AP-1.4: Statement of information of Uber Portier Canada Inc., from the *Registraire des entreprises du Québec*;

Exhibit AP-1.5: Statement of information of Uber Holdings Canada Inc., from the *Registraire des entreprises du Québec*;

Exhibit AP-1.6: Statement of information of Doordash Technologies Canada Inc., from the *Registraire des entreprises du Québec*;

Exhibit AP-1.7: Statement of information of Skipthedishes Restaurant Services Inc., from the *Registraire des entreprises du Québec*;

Exhibit AP-2.1: Starbucks press release entitled “Starbucks Goes all in on Protein: Announces Arrival of New Protein Lattes and Protein Cold Foam to the Menu on Sept. 29”, dated September 2, 2025;

Exhibit AP-2.2: Starbucks press release entitled “Starbucks® New Protein Lattes and Cold Foam Drinks Now Available”, dated September 29, 2025;

Exhibit AP-3: Extracts of the starbucks.ca website, namely the “Protein Beverages” and « Boissons protéinées » menu pages, *en liasse*;

- Exhibit AP-4:** Extracts of the starbucks.ca website, namely the product pages for the Sugar-Free Vanilla Protein Latte (« Latte protéiné à la vanille sans sucre »), in all sizes offered, *en liasse*;
- Exhibit AP-5:** Extracts of the starbucks.ca website, namely the product pages for the Iced Sugar-Free Vanilla Protein Latte (« Latte glacé protéiné à la vanille sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-6:** Extracts of the starbucks.ca website, namely the product pages for the Sugar-Free Caramel Protein Latte (« Latte protéiné au caramel sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-7:** Extracts of the starbucks.ca website, namely the product pages for the Iced Sugar-Free Caramel Protein Latte (« Latte glacé protéiné au caramel sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-8:** Extracts of the starbucks.ca website, namely the product pages for the Sugar-Free Vanilla Protein Matcha (« Matcha protéiné à la vanille sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-9:** Extracts of the starbucks.ca website, namely the product pages for the Iced Sugar-Free Vanilla Protein Matcha (« Matcha glacé protéiné à la vanille sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-10:** Extracts of the starbucks.ca website, namely the product pages for the Sugar-Free Caramel Protein Matcha (« Matcha protéiné au caramel sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-11:** Extracts of the starbucks.ca website, namely the product pages for the Iced Sugar-Free Caramel Protein Matcha (« Matcha glacé protéiné au caramel sans sucre ») in all sizes offered, *en liasse*;
- Exhibit AP-12:** ABCNews article entitled “Lawsuit accuses Starbucks of mislabeling 8 ‘sugar-free’ protein drinks”, dated October 5, 2026;
- Exhibit AP-13:** “Nutrition Labelling - Table of Permitted Nutrient Content Statements and Claims” published by Health Canada, dated September 2, 2025;
- Exhibit AP-14.1:** “Nutrient content claims and foods sold in restaurants and food service establishments” document published on the Government of Canada website at <https://inspection.canada.ca/en/food-labels/labelling/industry/nutrient-content/nutrient-content-claims> ;
- Exhibit AP-14.2:** “Specific nutrient content claim requirements” document published on the Government of Canada website at

<https://inspection.canada.ca/en/food-labels/labelling/industry/nutrient-content/specific-requirements> ;

- Exhibit AP-14.3:** “Criteria for the nutrient content claim no added sugars” document published on the Government of Canada website at <https://inspection.canada.ca/en/food-labels/labelling/industry/nutrient-content/no-added-sugars> ;
- Exhibit AP-15:** "Nutrition labelling - Table of Reference Amounts for Food", document published on the Government of Canada website at <https://www.canada.ca/en/health-canada/services/technical-documents/labelling-requirements/nutrition-labelling-table-reference-amounts-food.html>;
- Exhibit AP-16:** Product pages of the regular Vanilla, Iced Vanilla, Caramel and Iced Caramel Protein Lattes and of the regular, Iced, Caramel and Iced Caramel Protein Matchas published on www.starbucks.ca, in all sizes offered, *en liasse*;
- Exhibit AP-17:** Extracts of the starbucks.ca website, namely example order summaries (shopping carts), as captured on October 8, 2026, *en liasse*;
- Exhibit AP-18:** "Nutrition" pages for the various products as published on www.starbucks.com (for the United States) as compared to those published on www.starbucks.ca (for Canada), *en liasse*;
- Exhibit AP-19:** Photograph of the printed label affixed to a Sugar Product purchased in a Starbucks café;
- Exhibit AP-20:** Extracts of the starbucks.ca website, namely the product pages for the Iced Protein Matcha (« Matcha glacé protéiné ») in all sizes offered, *en liasse*;
- Exhibit AP-21:** Class Action Complaint dated October 2, 2026 in the matter of Walsh et al. v. Starbucks Corporation, before the United States District Court for the Western District of Washington at Seattle, bearing Case No. 2:26-cv-03745;
- Exhibit AP-22:** Extracts from the Uber Eats website concerning the Sugar Products, in all sizes;
- Exhibit AP-23:** Extracts from the DoorDash website concerning the Sugar Products, in all sizes;

- Exhibit AP-24:** Extracts from the Skip website concerning the Sugar Products, in all sizes;
- Exhibit AP-25:** Extracts from the Uber Eats website concerning the Sub-Group B Products, in all sizes;
- Exhibit AP-26:** Extracts from the DoorDash website concerning the Sub-Group B Products, in all sizes;
- Exhibit AP-27:** Extracts from the Skip website concerning the Sub-Group B Products, in all sizes;

These exhibits are available on request.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiffs is not represented, to the Plaintiffs.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, October 9, 2026

(s) Lex Group Inc.

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

NOTICE OF PRESENTATION

(Article 108 of the Directives of the Superior Court, Division of Montreal)

TO:

STARBUCKS COFFEE CANADA, INC., 2300-550 Burrard Street, Vancouver, British Columbia, V6C 2B5, *fondé de pouvoir* at 1350-1010 rue De La Gauchetière Ouest, in the City and District of Montreal, Province of Quebec, H3B 2N2;

-and-

STARBUCKS CORPORATION, 2401, Utah Avenue South, Seattle, Washington, 98134, U.S.A.;

-and-

UBER CANADA INC., 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6, *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

UBER PORTIER CANADA INC., 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6, *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

UBER CASTOR CANADA INC., 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6, *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

UBER HOLDINGS CANADA INC., 5300-66 Wellington Street West, Toronto, Ontario, M5K 1E6, *fondé de pouvoir* at MZ400-1000 rue De La Gauchetière O, in the City and District of Montreal, Province of Quebec, H3B 0A2;

-and-

DOORDASH TECHNOLOGIES CANADA INC., 3000-1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1K8, *fondé de pouvoir* at 1100-1000 rue De La Gauchetière Ouest, in the City and District of Montreal, Province of Quebec, H3B 4W5;

-and-

DOORDASH INC., 3000-1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1K8;

-and-

SKIPTHEDISHES RESTAURANT SERVICES INC., 700-351 King St. E, Toronto, Ontario, M5A 0L6, *fondé de pouvoir* at 2700-1000 rue Sherbrooke O, in the City and District of Montreal, Province of Quebec, H3A 3G4;

Defendants

TAKE NOTICE that *APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION* will be presented before the Superior Court at the Montreal Courthouse, located at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on a date to be determined by the coordinating Judge of the Class Action Division.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, October 9, 2026

(s) Lex Group Inc.

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff

CLASS ACTIONS DIVISION
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

L [REDACTED] M [REDACTED]

Plaintiff

vs.

STARBUCKS COFFEE CANADA, INC. -and-
STARBUCKS CORPORATION -and-
UBER CANADA INC. -and-
UBER PORTIER CANADA INC. -and-
UBER CASTOR CANADA INC. -and-
UBER HOLDINGS CANADA INC. -and-
DOORDASH TECHNOLOGIES CANADA INC. -and-
DOORDASH INC. -and-
SKIPTHE DISHES RESTAURANT SERVICES INC.

Defendants

APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION

ORIGINAL

Me David Assor



BL 5606

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