

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

STARBUCKS CORPORATION,

a Washington corporation,

Plaintiff,

v.

DYSON, INC., an Illinois corporation;

NSF INTERNATIONAL, a Michigan nonprofit corporation;

SGS NORTH AMERICA INC., a New Jersey corporation,

Defendants.

Case No. _____

COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

A. The Test

1. The claims made in this case can be verified effortlessly by anyone in a few minutes. They can be experienced directly, without scientific equipment, without expert testimony, without specialized knowledge. Visit any public restroom equipped with an electric hand dryer claiming compliance with or certified by the NSF P335 or UL

PCR standards. Wash your hands. Place them in the dryer for 15 seconds—the least stringent drying time standard among all claims made by the Defendant. We begin by giving Defendant the benefit of the doubt. Observe three things: (1) Watch where the water goes as it leaves your hands. (2) Remove your hands at 15 seconds. They will be visibly and obviously wet. (3) Look at the walls and floor near the dryer's air outlet. Note the growing mold, dirt and water staining originating from that point.

B. The Hypothetical

2. All aspects of hand dryer performance can be understood if you remove it from the room. Does a dryer improve or degrade the room by being there?



C. Summary of the Case

3. This action arises from a global manufacturer's systematic misrepresentation of the hygiene, safety, environmental, and energy performance of commercial hand dryers sold to one of the world's most visible sustainability-focused retail brands—and from the negligent certifications that made those misrepresentations credible.
4. Defendant Dyson, Inc. ("Dyson") markets its Airblade hand dryers as "the most hygienic hand dryer," "the only hand dryer certified hygienic by NSF International," equipped with HEPA filtration, and environmentally superior to paper towels with "85-90% lower carbon emissions." Those representations were material to Starbucks Corporation's decision to deploy Dyson Airblades at scale across its

retail locations as part of its Greener Stores sustainability initiative—a program built on waste reduction, energy efficiency, and environmental responsibility.

5. Every material representation was false.
6. The hygiene claims are false. Independent scientific research comprising 221 contamination tests establishes that Dyson Airblade dryers amplify bacterial and fungal contamination by median factors of 50-110× in every test. Zero tests showed reduction. The probability of this result occurring by chance is approximately 10^{-41} . Dyson's machines do not improve hygiene. They systematically degrade it.
7. The drying time claims are false. Across 460 controlled trials, zero percent of Dyson dryers achieved the manufacturer's residual moisture specification at the claimed drying time. Products marketed at 10-12 seconds require approximately 80-90 seconds to achieve the dryness threshold Dyson claims. The gap between claim and reality exceeds 600%.
8. The energy claims are false. Energy consumption equals power multiplied by time. Dyson claims 3.33 watt-hours per use based on 12-second drying. At actual drying times of 90 seconds, energy consumption is 25.0 watt-hours—750% higher than claimed.
9. The environmental claims are false. Dyson claims 85-90% lower CO₂ emissions than paper towels. At actual drying times, CO₂ emissions are 12-50 grams per use—not the 2 grams claimed. Paper towels produce 12-20 grams. The claimed environmental advantage does not exist. At best, the products are statistically equivalent. At worst, Dyson dryers produce 2-3× more CO₂ than the paper towels they replaced.
10. Starbucks built its Greener Stores program on a lie.
11. Starbucks eliminated paper towels. Starbucks installed approximately 34,000 Dyson Airblades across approximately 17,000 locations. Starbucks made

sustainability claims to customers. Starbucks promoted carbon footprint reduction as a brand value. Starbucks did this because Dyson told Starbucks it was the right thing to do for the environment.

12. Starbucks did not reduce its environmental impact. Starbucks increased microbial contamination in 100% of its restrooms. Starbucks' customers dry their hands with bacterial and fungal loads 50-110 times higher than the ambient air they were breathing. Starbucks achieved no carbon benefit and may have made its footprint worse.
13. Dyson knew or should have known its claims were false. Toby Saville, a Dyson microbiologist, served on the NSF P335 Protocol Development Panel that created the "hygienic" certification Dyson markets. Dyson's own internal test method—DTM 553—was incorporated into that standard. Dyson wrote the test it would pass. In federal litigation, Saville submitted a sworn declaration claiming Airblade achieves 9.58-second mean drying times. Independent research establishes that at 10 seconds, Airblade retains 2.547 grams of residual moisture—more than 25 times the threshold Dyson's own certification requires. Saville's sworn testimony is irreconcilable with measured reality.
14. Dyson's false claims did not achieve credibility in isolation. They were enabled by a network of certification bodies—NSF International and SGS North America—who issued certifications validating performance specifications that independent testing proves physically impossible. The certifications gave Dyson's sales pitch the appearance of independent, third-party validation. The validation was negligent. The certifications were false.
15. Dyson did not make a mistake. Dyson sold a story—one that collapses under measurement.
16. Starbucks brings this action to recover for Dyson's false representations, to halt the continued dissemination of false performance, hygiene, and environmental claims,

and to obtain declaratory relief requiring correction of the negligent certifications that enabled this deception.

II. PARTIES

A. Plaintiff

17. Plaintiff Starbucks Corporation is a Washington corporation with its principal place of business at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks operates more than 40,000 retail locations worldwide, including approximately 16,000 company-operated stores in the United States. Starbucks serves approximately 10 million customers daily.
18. Starbucks has made binding public commitments to environmental sustainability, including pledges to reduce carbon emissions by 50% and waste sent to landfills by 50% by 2030. As of 2024, Starbucks has certified 9,396 stores under its "Greener Stores" program—a 50% increase from the prior year—in partnership with the World Wildlife Fund and verified by SCS Global Services. Starbucks has invested over \$225 million in sustainability initiatives including solar and battery storage projects. Since 2015, 100% of Starbucks' North American company-operated stores have been powered by renewable electricity.
19. Starbucks selected and installed Dyson Airblade hand dryers in its retail locations in reliance on Dyson's representations regarding drying performance, hygiene, and environmental impact, and in reliance on NSF's certification that Dyson products met Protocol P335 standards. Public records confirm installation of Dyson hand dryers at Starbucks locations. City of Everett, Washington Electrical Permit E1911-048, dated November 8, 2019, authorized installation of a "NEW DYSON HAND DRYER" at Starbucks Store #8740 located at 3625 Broadway, Suite A, Everett, Washington. The permit documents a contract price of \$1,500.00 with MasterCraft Electric Inc. Similar installations occurred at Starbucks locations throughout North America.

B. Defendant Dyson, Inc.

20. Defendant Dyson, Inc. is an Illinois corporation incorporated on January 31, 2002, with its principal place of business at 1330 W. Fulton Street, 5th Floor, Chicago, Illinois 60607. Dyson, Inc. is the United States subsidiary of Dyson Ltd. and is responsible for the marketing, sale, and distribution of Dyson products in the United States, including Dyson Airblade hand dryers.
21. Dyson manufactures, markets, and sells commercial hand dryers under the "Airblade" brand, including the Airblade 9KJ, Airblade V, and Airblade Tap models. Dyson markets these products to commercial purchasers including retail chains, restaurants, hospitality businesses, and healthcare facilities with specific claims regarding drying time, hygiene, energy efficiency, cost savings, and environmental impact.
22. Dyson holds NSF P335 certification for its Airblade products. Dyson prominently features this certification in its marketing materials. Dyson markets itself as "the only hand dryer certified by NSF International Protocol P335." Dyson has maintained NSF P335 certification for approximately eleven years while independent testing demonstrates zero percent compliance with the certified specification.

C. Defendant NSF International

23. Defendant NSF International ("NSF") is a Michigan nonprofit corporation with its principal place of business at 789 N. Dixboro Road, Ann Arbor, Michigan 48105.
24. NSF holds itself out as an independent, authoritative certification body for public health and safety standards. NSF is accredited by the American National Standards Institute (ANSI) and operates under ISO/IEC 17065 requirements for conformity assessment bodies. NSF's certifications are widely recognized and relied upon by commercial purchasers, regulatory authorities, and consumers.

25. NSF developed Protocol P335 for "Hygienic Commercial Hand Dryers" and certifies Dyson Airblade products under that protocol. NSF's P335 certification is the foundation of Dyson's "only hand dryer certified hygienic" marketing claim.
26. NSF generates revenue by charging manufacturers fees for product testing, certification, and the right to use NSF certification marks in marketing materials. This financial relationship creates an inherent conflict of interest: NSF has financial incentive to certify manufacturers' products—generating certification fee revenue—rather than to rigorously enforce standards, which might result in certification denials and lost revenue.
27. The P335 Protocol Development Panel included Toby Saville of Dyson. Dyson's internal test method, DTM 553, was incorporated into the protocol. NSF certified a product using a standard that the product's manufacturer helped write, using the manufacturer's own test method.
28. NSF's P335 certification requires residual moisture below 0.1 grams at the certified drying time. Independent testing establishes that Dyson products retain more than 25 times this threshold at claimed drying times. NSF continues to list Dyson as P335 certified despite independent research proving the certification specifications are not achieved.

D. Defendant SGS North America Inc.

29. Defendant SGS North America Inc. ("SGS") is a New Jersey corporation with its principal place of business at 201 Route 17 North, Rutherford, New Jersey 07070. SGS is a subsidiary of SGS SA, a Swiss multinational corporation.
30. SGS provides testing, inspection, and certification services. SGS conducted performance testing of hand dryers that manufacturers, including Dyson, have cited as third-party validation of drying time and performance claims.

31. SGS Performance Test Report No. 2774929EFF-001 documented hand dryer testing at drying times materially longer than manufacturer marketing claims. SGS possessed data showing that marketed drying times were not achieved under test conditions. SGS continued providing testing services that manufacturers used to support false performance claims.

III. JURISDICTION AND VENUE

32. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between Plaintiff and all Defendants, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Plaintiff Starbucks Corporation is a citizen of Washington. Defendant Dyson, Inc. is a citizen of Illinois. Defendant NSF International is a citizen of Michigan. Defendant SGS North America Inc. is a citizen of New Jersey. No Defendant shares citizenship with Plaintiff.
33. This Court has personal jurisdiction over all Defendants. Defendant Dyson conducts substantial business in Washington, has purposefully availed itself of the privilege of conducting business in Washington, has marketed and sold its products in Washington, and has specifically sold products to Plaintiff for installation in Washington. Dyson's contacts with Washington are systematic and continuous. Defendants NSF and SGS have purposefully directed their certification and testing activities toward the national market, including Washington; their certifications and test data are relied upon by Washington purchasers; and they knew or should have known that their certifications and testing would cause foreseeable harm to Washington consumers and businesses who relied on them. The effects of Defendants' conduct were felt in Washington, where Plaintiff made purchasing decisions, installed products, and suffered harm.
34. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred in this District,

Plaintiff's principal place of business is located in this District, Plaintiff installed the products at issue in facilities located in this District, and Plaintiff suffered harm in this District.

IV. FACTUAL ALLEGATIONS

A. Dyson's Products and Marketing Claims

35. Dyson manufactures and sells the Dyson Airblade line of commercial hand dryers. Dyson markets these products to commercial and institutional purchasers with specific claims regarding drying time, hygiene, energy efficiency, cost savings, and environmental impact.
36. Dyson claims its Airblade hand dryers dry hands in "10-12 seconds" (Airblade 9KJ) or "12-14 seconds" (Airblade V). This claim is false. Independent scientific testing of 460 drying cycles across multiple time intervals established that zero percent of hand dryer uses achieve the claimed dryness at the claimed times. At Dyson's claimed 10-12 second drying time, hands retain approximately 2.5 to 3.0 grams of residual moisture—25 to 30 times the 0.1 gram specification established by NSF Protocol P335 for "dry hands" and cited in Dyson's own marketing footnotes.
37. Dyson claims its Airblade hand dryers are "hygienic" and provide "hygienic hand drying." Dyson's website states: "Dyson hand dryers help to create a cleaner, more hygienic washroom." These claims are false. Independent scientific testing established that 100% of tested hand dryers—136 of 136 units across two studies—amplify bacterial and fungal contamination compared to ambient air. Testing at Starbucks locations specifically showed Dyson Airblade units amplify contamination by 35 to 105 times over ambient room air, with median amplification of 70 times. The probability that this result occurred by chance is less than one in ten to the forty-first power ($p < 10^{-41}$). Dyson Airblade hand dryers do not provide hygienic hand drying; they amplify contamination.

38. Dyson claims its Airblade hand dryers feature "HEPA filtered" air that captures "99.97% of particles." This claim is misleading. Independent testing compared HEPA-filtered Dyson units to non-HEPA hand dryers and found no statistically significant difference in contamination output ($p = 0.803$). Both produce equivalent contamination amplification. HEPA filtration addresses intake air; contamination originates downstream from dispersed user hand water and biofilm accumulated inside the device from thousands of prior users. The HEPA claim is technically accurate regarding filter specification but operationally meaningless for hygiene outcomes.
39. Dyson claims its Airblade hand dryers achieve "up to 88% less CO₂" compared to paper towels and are "better for the environment." These claims are false because they are predicated on the false 10-12 second drying time. Energy consumption is power multiplied by time. If actual drying time is 70-90 seconds—as independent testing establishes—then energy consumption per use is approximately 7 to 10 times higher than Dyson's calculations assume, and the claimed environmental advantage disappears entirely. Under some calculation methodologies, hand dryers perform worse than paper towels.
40. Dyson claims its Airblade hand dryers "cost up to 99% less to run than paper towels." This claim is false for the same reason: it is predicated on the false drying time. If actual energy consumption is 7 to 10 times higher than claimed, the cost comparison is mathematically invalid.
41. Dyson's website footnotes disclose that drying times are "determined using Dyson test method 769 based on NSF P335 to a measurement of 0.1 g residual moisture." This disclosure is significant. "Method 769" is a proprietary Dyson test protocol. It is not publicly available. Its methodology has never been disclosed. It is described only as "based on" NSF P335—not as complying with NSF P335. The existence of a secret proprietary test method that produces favorable results Dyson cannot achieve under standard protocols is evidence of consciousness of deception.

B. The Patrick Citation

42. Dyson's marketing materials cite Patrick et al. (1997), a peer-reviewed study published in *Epidemiology and Infection* establishing that "residual moisture determines the level of touch-contact-associated bacterial transfer." The Patrick study demonstrated that wet hands transfer up to 1,000 times more bacteria than dry hands.
43. Dyson cites this research to establish the importance of hand drying—to prove that its products address a real public health concern. Dyson then sells products that leave hands wet. At Dyson's claimed drying times of 10-12 seconds, independent testing shows residual moisture of 2.5-3.0 grams—25 to 30 times the 0.1 gram threshold Dyson's own footnotes cite. Dyson's products create precisely the condition—wet hands—that the research Dyson cites identifies as dangerous.
44. This is not ignorance. Dyson knows the science. Dyson cites the science in its own marketing. Dyson violates the science with its own products. The citation of Patrick et al. in Dyson's marketing materials establishes that Dyson understood the public health implications of inadequate drying and proceeded to sell inadequate dryers anyway.

C. Starbucks' Relationship with Dyson

45. Starbucks selected Dyson Airblade hand dryers as part of its comprehensive sustainability strategy. Starbucks' Greener Stores program, launched in partnership with the World Wildlife Fund, establishes sustainability standards across eight environmental impact areas including energy efficiency, water stewardship, and waste diversion.
46. Dyson's marketing materials specifically target sustainability-focused purchasers. Dyson claims its products "reduce waste" by eliminating paper towels, provide "energy efficiency," and deliver "up to 88% less CO₂" than alternatives. These

claims align with the criteria Starbucks uses to evaluate equipment purchases under its sustainability commitments.

47. Starbucks relied on Dyson's representations when selecting hand drying equipment. Starbucks' selection of Dyson products was consistent with and in furtherance of Starbucks' public sustainability commitments, including its pledge to reduce waste sent to landfills by 50% by 2030. Starbucks relied on Dyson's representation that Airblade dryers produce "88% less CO₂" than paper towels in making equipment decisions intended to support these commitments.
48. Following installation, Starbucks displays signage at its Dyson Airblade installations. The signage includes Starbucks-branded messaging stating: "Using these energy efficient hand dryers reduces paper towel consumption," accompanied by a windmill icon symbolizing environmental responsibility. This signage was created in reliance on Dyson's energy efficiency representations. The representation is false because actual energy consumption at real drying times eliminates the claimed efficiency advantage.
49. Starbucks directs its employees to wash and dry their hands before returning to work. This directive appears on signage affixed directly to Dyson Airblade units in Starbucks restrooms. The signage states: "Employees Must Wash Hands Before Returning to Work" and depicts a six-step hand hygiene process including "Dry" as step five. Employees who comply with this directive—using the Dyson Airblade as instructed—contaminate their freshly washed hands with 35-105 times more bacteria and fungus than ambient room air before returning to food preparation areas.
50. Starbucks serves approximately 10 million customers daily. Food and beverages prepared by employees whose hands were contaminated by Dyson Airblade use are served to these customers. The contamination pathway from Dyson's false claims to Starbucks' customers is direct and unbroken: Dyson makes false hygiene claims; Starbucks relies on those claims; Starbucks directs employees to use the products;

employees contaminate their hands; employees handle food; customers consume contaminated products.

D. The Mark Is A Contract

1. The Certification Framework

51. Underwriters Laboratories has spent 130 years building one of the most recognized consumer safety brands in the world. The UL mark appears on 22 billion products annually. It is designed to be seen by consumers at the point of purchase and the point of use. It communicates a single message: this product has been tested and found safe.
52. UL did not build this brand by accident. UL built it through deliberate consumer-facing marketing. The UL mark functions identically to the Nike swoosh or the Good Housekeeping Seal—it is brand advertisement directed at the purchasing public designed to generate a buying impulse. Consumers do not read UL's testing protocols. Consumers do not review UL's certification documents. If UL was a manufacturer-facing company there would be no seal, only test results returned to the purchaser of the tests to be kept in a file. Consumers see the mark and trust it. That trust is the product UL sells.
53. UL receives the benefits of that trust, earned from honest implementation of its testing and standards creation over a century. Manufacturers pay premium prices for UL certification because certification increases consumer confidence and sales. Retailers stock certified products because certification reduces liability exposure because consumers are aware they have been tested. Facilities install listed and stamped equipment because certification represents due diligence, conveyed to the purchasers. The entire value proposition of UL certification depends on consumer reliance. Without consumer trust, the UL mark is worthless. UL knows it. UL cultivates it. UL profits from it.

54. The UL mark is not merely a representation—it is a contract. Every element of formation is present. Under Restatement (Second) of Contracts § 19, "The manifestation of assent may be made wholly or partly by written or spoken words or by other acts." Under § 4, "A promise may be stated in words either oral or written, or may be inferred wholly or partly from conduct." UL's conduct for 130 years constitutes manifestation of assent to a binding relationship with consumers.
55. Offer. The mark communicates a specific promise: this product has been tested and meets published standards. The mark is designed for visibility at point of purchase and point of use. It is not an internal quality control notation—it is a consumer-facing representation intended to induce reliance and purchase. That is an offer.
56. Acceptance. Consumer purchase of a product bearing the mark constitutes acceptance. The mark influenced the decision. The transaction completed. The consumer manifested assent by conduct—the same mechanism by which UL manifested its offer.
57. Consideration. Certification fees are embedded in product pricing. Consumers pay those fees with every purchase. UL receives payment through manufacturers acting as conduits. The consideration flows from consumer to certifier—the manufacturer is merely the collection mechanism. UL's entire revenue model depends on this flow: manufacturers pay UL because certification increases sales; consumers pay manufacturers prices that include certification costs; UL receives the economic benefit of consumer purchasing decisions. The chain is unbroken.
58. Mutual Assent. 130 years of deliberate, consumer-facing brand development admits of no other interpretation. UL did not build 22 billion product marks annually for manufacturers to file in cabinets. UL built them for consumers to see and trust. UL's conduct—sustained, intentional, profit-driven—manifests assent to a relationship with consumers. That relationship has terms: the mark promises safety; the consumer relies on that promise; UL profits from that reliance.

59. UL then disclaims responsibility to the consumers whose trust it cultivates when certifications fail. See *Kikson v. Underwriters Laboratories, Inc.*, 501 F.3d 672, 675 (7th Cir. 2007) (UL contract disclaiming "no obligation or liability for damages... arising out of or in connection with the use of... information resulting from this investigation") and *Toman v. Underwriters Laboratories, Inc.*, 532 F. Supp. 1017, 1019 (D. Mass. 1982) ("UL can be held liable only for its own negligence, not vicariously for that of [the manufacturer]").
60. Courts have disagreed. *Hanberry v. Hearst Corp.*, 276 Cal. App. 2d 680, 685 (1969), held that one who endorses products for economic gain owes a duty of care to consumers who rely on that endorsement: "Having voluntarily involved itself into the marketing process, having in effect loaned its reputation to promote and induce the sale of a given product... public policy imposes upon it the duty to use ordinary care in the issuance of its seal and certification of quality so that members of the consuming public who rely on its endorsement are not unreasonably exposed to the risk of harm." *Hanberry* recognized the relationship. It imposed duty. The next step—recognizing that relationship as contractual—follows inevitably from the same facts.
61. UL is not liable for defective products. UL did not manufacture the hand dryers. UL did not design them. If a hand dryer explodes due to a manufacturing defect, UL bears no responsibility. That is a reasonable standard and is settled law. This Court should not disturb it. See *Toman v. Underwriters Laboratories, Inc.*, 532 F. Supp. 1017, 1019 (D. Mass. 1982) ("UL can be held liable only for its own negligence, not vicariously for that of [the manufacturer]").
62. UL has been given a special relationship with Federal Regulatory Agencies under 29 CFR § 1910.7—Definition and requirements for a nationally recognized testing laboratory. UL remains an OSHA-recognized NRTL, most recently renewed March 5, 2021 (86 FR 12710). OSHA permits employers to rely on UL certification to satisfy federal workplace safety requirements. The UL mark carries regulatory weight. UL

cannot disclaim responsibility to consumers while holding quasi-regulatory authority over workplace safety.

63. UL is liable for defective standards and defective testing.
64. These distinctions are critical and have not been squarely addressed in prior litigation:

Defective product, valid standard: Manufacturer liability. The certifier tested properly; the product failed in the field due to manufacturing variance or misuse. Certifier not liable. Settled law.

Defective standard: Certifier liability. The certifier created a standard that fails to protect public safety. Products "pass" certification but harm users. The certification itself is the defect.

Defective testing: Certifier liability. The certifier certified specifications that products do not meet. The testing process failed to detect non-compliance. The certification is false.

65. This case refers to all three but specifically involves the latter two. The standard is defective—it ignores water dispersal, ignores output air contamination, and was written by a committee that included the manufacturer whose products would be certified under it.

2. NSF International

66. NSF International's position is equivalent, while also being more explicitly consumer-directed. NSF is an NRTL, Recognized December 10, 1998 (63 FR 68296) under 29 CFR § 1910.7.
67. NSF's website states: "Choosing a product certified by NSF lets you know the company complies with strict standards and procedures imposed by NSF." It

promises "assurance that the product has been rigorously tested." NSF markets itself as "protecting public health" and positions its mark as consumer protection.

68. These are not implications to be inferred from conduct. These are explicit promises, in writing, directed at consumers. NSF does not merely allow consumer reliance—NSF solicits it. NSF advertises it. NSF built its business model on it.
69. If UL's contract with consumers must be inferred from 130 years of conduct, NSF's contract requires no such inference. NSF stated the terms. "Choosing a product certified by NSF lets you know the company complies with strict standards." That is an offer. "Assurance that the product has been rigorously tested." That is a promise. "Protecting public health." That is the consideration consumers believed they were receiving. NSF wrote the contract in plain English on its own website.
70. Consideration flows identically to UL: certification fees embedded in product pricing, paid by consumers, received by NSF through manufacturers as conduit. The P335 certification commands premium pricing precisely because consumers value "assurance." NSF captures that value. NSF is bound by the promise that created it.
71. NSF certified Dyson products under Protocol P335—titled "Hygienic Commercial Hand Dryers"—for over eleven years. Independent research tested those products. 460 trials. Zero compliance with NSF's certified specification. Bacterial amplification of 50-110× in products NSF certified as "hygienic."
72. NSF created the standard. NSF certified the products. The certifications are proven false. NSF owns that failure.
73. This is why Hanberry imposes duty. The certifier has "loaned its reputation to promote and induce the sale" of products. The certifier profits from consumer reliance. But Hanberry addressed an implied endorsement relationship. NSF's relationship is not implied—it is advertised. The law does not permit certifiers to make explicit promises to consumers and then disclaim responsibility when those promises prove false.

74. Defendants cannot take the benefits of consumer trust while disclaiming responsibility to consumers.

3. The Contract Defense and Its Failure

75. The traditional defense is predictable: UL and NSF contracted with manufacturers, not consumers. Consumers are incidental beneficiaries. There was no meeting of minds.
76. Courts have been reluctant to open this door—but that reluctance reflects policy preference, not contract law. The elements have always been present. The UL mark has never not been a contract. Offer, acceptance, consideration, mutual assent—all satisfied with every purchase of every marked product for over a century. Courts have simply declined to recognize what was always there, protecting an industry that built its entire revenue model on consumer reliance while disclaiming responsibility to the consumers it cultivated.
77. Defendants did not build consumer-facing marks by accident. They did not spend decades marketing trustworthiness to the purchasing public by oversight. They did not design marks for point-of-purchase visibility because they were indifferent to consumer perception. Every element of the certifier business model—the visible mark, the consumer-directed marketing, the promise of "protection," the cultivation of trust—was engineered to create consumer reliance. Defendants built the relationship. Defendants profited from the relationship. Defendants are bound by the relationship. Intent is inferred from conduct, and Defendants' conduct for over a century admits of no other interpretation.
78. The mark is the contract. The certification is the breach.

E. The 2012 SGS Report

79. SGS Performance Test Report No. 2774929EFF-001, dated September 7, 2012, was filed as Exhibit B to Excel's motion for preliminary injunction in Case 3:12-cv-30211-

MAP, Document 6-2. The report is signed by Martin Dodd, Project Engineer, and reviewed by Jody Leber. The client is Excel Dryer, Inc., 357 Chestnut Street, East Longmeadow, MA 01028.

80. The report tested five hand dryer models: Excel Dryer HO-IW, World Dryer XA5-974AU, Excel Dryer XL-BW, World Dryer K972A, Dyson AB04, and Dyson A01. Samples were received between June 29 and August 13, 2012. Testing occurred August 15-24, 2012.
81. Page 4 of the report states: "Each product was tested in accordance with a revised version of NSF Protocol P335 Hygienic Commercial Hand Dryers currently being developed and reviewed by NSF and its new technical panel for the 5 year protocol update."
82. Page 9 of Annex A states: "For the purposes of NSF Protocol P335, 'thoroughly dry' means that less than 0.1 grams of residual moisture per hand for a total of 0.2 grams or less is recovered when a user dries his or her hands on a paper towel after using the hand dryer." SGS certified results using this methodology. Independent testing, following comparable methodology, documents 2.5 to 3.0 grams—not 0.1 to 0.2 grams. The certified results cannot be independently reproduced.
83. This is linguistic sleight of hand. NSF P335 Section 3.4 defines dry hands as "less than 0.1 g residual moisture"—total, not per hand. By redefining the threshold as "0.1 grams per hand for a total of 0.2 grams," the acceptable moisture was doubled while preserving the appearance of the 0.1 gram figure.
84. Table 1 of the SGS report reveals the test results at 120V, 60Hz:

Excel Dryer XL-BW at 12 seconds: 0.186 grams average residual moisture.

Excel Dryer XL-BW at 15 seconds: 0.108 grams average residual moisture.

World Dryer XA5-974AU at 15 seconds: 0.916 grams average residual moisture.

World Dryer XA5-974AU at 30 seconds: 0.306 grams average residual moisture.

Dyson AB04 at 12 seconds: 0.183 grams average residual moisture.

Dyson AB04 at 15 seconds: 0.143 grams average residual moisture.

85. SGS certified these results: XLERATOR at 0.186 grams at 12 seconds, World Dryer at 0.916 grams at 15 seconds, Dyson Airblade at 0.183 grams at 12 seconds. These are the certified figures on which all subsequent certifications rely. Independent testing comprising 460 trials, following stated methodology, documents 2.5 to 3.0 grams at equivalent times—15 to 25 times higher than SGS certified. The certified results cannot be independently reproduced and the failures are at one to two orders of magnitude out of compliance.

F. The Scientific Evidence

86. Independent scientific research conducted between August 2023 and December 2025 constitutes the most comprehensive assessment of commercial hand dryer performance in the published literature. The research comprises eleven studies, approximately 1,500 individual measurements across more than 200 retail locations in five states and Washington D.C., with complete chain-of-custody documentation comprising 1.3 terabytes across approximately 13,000 files archived with registered Digital Object Identifiers through Zenodo and the Harvard Dataverse. The research specifically includes testing conducted at Starbucks locations.
87. These are not "studies that suggest" or "evidence that indicates." These are physical facts established to scientific certainty. Every finding described below has been replicated, validated with enhanced methodology, and archived with complete chain of custody for independent verification. The probability that the core findings occurred by chance is less than one in ten to the forty-first power.

1. Drying Time Failure

88. Testing of 460 drying trials across three manufacturers—Dyson, Excel Dryer (Xlerator), and World Dryer—demonstrated universal failure to achieve claimed drying specifications. Zero units achieved the 0.1 gram residual moisture threshold at manufacturer-claimed times. The failure rate is 100%. Blouch, R.A. Jr. (2025), Testing the Validity of Hand Dryer Drying Time Specifications, DOI: 10.5281/zenodo.15503698, Harvard Dataverse: 10.7910/DVN/WVSOVM; Blouch, R.A. Jr. (2025), Systematic Performance Failure in Commercial Hand Dryers, DOI: 10.5281/zenodo.17858443, Harvard Dataverse: 10.7910/DVN/1CEDBA.
89. At Dyson's claimed drying time of 10-12 seconds, mean residual moisture was 2.77 grams—approximately 2,770% above the claimed specification. Actual time required to approach the 0.1 gram threshold was 70-90 seconds, regardless of manufacturer or engineering approach.
90. Cross-manufacturer correlation coefficients exceeded $r = 0.99$ ($p < 0.001$), establishing that the limitation is physical rather than a function of engineering choices. Different manufacturers, different motor specifications, different air delivery systems—identical drying curves. The convergence indicates that performance limitations are fundamental physical constraints, not engineering variations. Blouch, R.A. Jr. (2025), Catastrophic Time-To-Dry Failures, DOI: 10.5281/zenodo.17869567, Harvard Dataverse: 10.7910/DVN/RFDEEJ.

2. The Bimodal Mechanism

91. The physics of hand drying explains why all dispersal-type hand dryers fail. Water on hands exists in two forms: "loose water" (droplets, pooled water, surface films) and "bound water" (water held by capillary action in skin crevices, between fingers, and around nail beds).
92. Loose water disperses rapidly in 5-15 seconds under mechanical air shear. This is the dramatic visible spray—the water blown onto walls, floors, and clothing. It accounts for 70-80% of water removed but only 15-20% of total drying time. This is

what manufacturers measure, what certifiers test, and what marketing demonstrates.

93. Bound water resists removal regardless of air velocity because it is mechanically trapped by skin topology and surface tension. Capillary forces hold water in the valleys between fingerprint ridges, in cuticle margins, and in the webbing between fingers. No amount of air velocity changes this physical constraint. Bound water accounts for 20-30% of water but requires 80-85% of total drying time.
94. Manufacturers measure loose water removal and call it "drying." Users need bound water removal, which requires 70-90 seconds regardless of engineering. This is why hands remain wet at claimed drying times and why the water that does leave hands is sprayed throughout the environment rather than evaporated. The gap between manufacturer claims and physical reality is 7-10 times. Physics does not negotiate. No marketing claim, no certification, no engineering innovation changes the capillary forces that hold bound water in human skin.

3. Microbial Amplification

95. Testing of 136 hand dryers across two studies showed bacterial and fungal amplification in 136 of 136 tests—a 100% amplification rate. The probability of this result occurring by chance if dryers did not systematically amplify contamination is approximately 10^{-41} . Blouch, R.A. Jr. (2025), Transmission of Bacteria and Fungus via Dyson and Xlerator Hand Dryers, DOI: 10.5281/zenodo.15504115, Harvard Dataverse: 10.7910/DVN/12QQQZ; Blouch, R.A. Jr. (2025), Validation of Hand Dryer Microbial Amplification, DOI: 10.5281/zenodo.17859894, Harvard Dataverse: 10.7910/DVN/OEYRL8.
96. Dyson Airblade units tested at Starbucks locations showed median amplification of 70 times ambient room air (interquartile range: 32-103), with amplification ranging from 35 to 105 times baseline contamination. Hands placed in Dyson Airblades for

the time required to actually dry them are exposed to bacterial and fungal loads that would not exist if the user simply stood in the restroom doing nothing.

97. HEPA filtration—the feature Dyson most prominently markets—provides no statistically significant benefit. Comparison of HEPA-filtered Dyson units against non-HEPA competitors showed $p = 0.803$. The contamination occurs downstream of the filter, in the dryer housing and air pathway where biofilm accumulates from thousands of prior users' hand flora and from the restroom environment.
98. By contrast, white paper towels tested as statistically indistinguishable from ambient air ($p = 0.192$). Paper towels absorb water and contaminants; hand dryers disperse them.

4. Water Dispersal

99. Dyson Airblade hand dryers operate at air velocities of approximately 690 kilometers per hour (430 miles per hour). At these speeds, water is mechanically stripped from hands and dispersed into the surrounding environment. Independent testing documented 7.3 grams of water on hands after washing. Approximately 90% of this water is removed by mechanical shear during the first phase of drying—not by evaporation. That water must go somewhere. Blouch, R.A. Jr. (2025), Visual Analysis of Water Dispersion Patterns, DOI: 10.5281/zenodo.15503304, Harvard Dataverse: 10.7910/DVN/O21XMM.
100. Visual documentation confirmed water dispersal onto adjacent walls, floor surfaces, user clothing, and into the air as visible mist. The water cannot be sterile—it carries the amplified microbial load documented in contamination testing. Every drying cycle sprays 7.3 grams of indeterminately clean or contaminated water throughout the restroom environment. This is not a malfunction; it is the mechanism by which these devices operate.

5. Mold Colonization

101. Examination of 127 public restrooms documented visible mold colonization in 100% of dispersal-type hand dryer installations (50 of 50 units). The contamination radiates outward from the dryer air outlet in a characteristic pattern—the "plume of filth." By contrast, white paper towel dispensers showed mold in only 13% of installations. The difference—100% versus 13%—is categorical. Blouch, R.A. Jr. (2025), *The Wandering Plume of Filth*, DOI: 10.5281/zenodo.17860971, Harvard Dataverse: 10.7910/DVN/PCPGRM.
102. Independent laboratory analysis (EPA Laboratory ID: VA01419) confirmed fungal species including *Aspergillus*, *Penicillium*, *Alternaria*, *Cladosporium*, and *Chaetomium*—organisms documented by the CDC and Institute of Medicine to cause allergic reactions, hypersensitivity pneumonitis, and mycotoxin production. The dryer creates the mold. The paper towel does not.

6. False Energy and Environmental Claims

103. Dyson's claim of "88% less CO₂" compared to paper towels is calculated using 10-12 second drying times. Energy consumption is power multiplied by time. When actual drying times of 70-90 seconds are used, energy consumption increases 7-10 fold. Blouch, R.A. Jr. (2025), *An Empirical Refutation of Green Energy Claims*, DOI: 10.5281/zenodo.17859198, Harvard Dataverse: 10.7910/DVN/IT4NBU.
104. At claimed times, Dyson Airblade energy consumption is approximately 3-4 watt-hours per use. At actual drying times, energy consumption is 25-28 watt-hours per use. The claimed environmental advantage over paper towels disappears entirely. Under conservative calculation methodologies, hand dryers perform equivalently to paper towels. Under expansive methodologies, hand dryers perform 2-3 times worse.
105. Every environmental claim Dyson makes—carbon footprint, energy efficiency, sustainability advantage—depends on drying times that are physically impossible to achieve. The claims are not marginally overstated. They are categorically false.

G. Dyson's Knowledge

106. Dyson knew or should have known that its drying time claims were false. Dyson created "Method 769" specifically to generate favorable results it could not achieve under standard testing protocols. The method is proprietary, unpublished, and described only as "based on" NSF P335—not as complying with it. The existence of a secret test method is evidence that Dyson could not achieve its claimed specifications through legitimate means.
107. Dyson knew or should have known that its hygiene claims were false. Dyson cites Patrick et al. in its own marketing, demonstrating awareness that wet hands spread contamination. Dyson's products leave hands wet. Dyson knew the science and violated it.
108. Dyson has maintained NSF P335 certification for approximately eleven years. During that time, Dyson's products have achieved 0% compliance with the certified specification in independent testing. Either Dyson never verified that its products met the specification it claimed, or Dyson verified that they did not and continued claiming certification anyway.
109. Prior litigation between hand dryer manufacturers produced sworn testimony establishing industry-wide awareness that drying time claims could not be achieved. In *Excel Dryer, Inc. v. Dyson, Inc.*, Case No. 3:12-cv-30211-MAP (D. Mass.), competitors accused each other under oath of false advertising regarding drying times. Both were correct. The litigation settled before discovery could expose testing methodologies to scrutiny. The settlement evidences industry awareness that neither party wanted its test methods examined.

H. NSF's Knowledge

110. NSF knew or should have known that its P335 certification was false. Toby Saville, a Dyson microbiologist, sat on the NSF P335 Protocol Development Panel. Saville created Dyson Test Method DTM 553, which NSF incorporated into P335 as a

normative reference. NSF allowed a manufacturer's employee to help write the standard that certifies that manufacturer's products and to create the test method incorporated into that standard.

111. NSF knew or should have known that certified products do not achieve certified specifications. NSF has maintained Dyson's P335 certification for approximately eleven years. During that time, NSF has conducted no surveillance testing to verify ongoing compliance. The failure to conduct surveillance testing over eleven years of continuous certification evidences either knowledge that testing would reveal non-compliance or reckless disregard for whether certified products meet certified specifications.
112. The Excel v. Dyson litigation in 2012-2013 put the industry on notice that drying time claims were contested under oath. Both manufacturers accused each other of false advertising. NSF knew or should have known from this public litigation that the certifications it was maintaining were based on contested and potentially false performance data.

I. SGS's Knowledge

113. SGS knew or should have known that its test results would be used to support marketing claims and certifications. SGS is in the business of providing test data for exactly this purpose. SGS knew that manufacturers and certification bodies would rely on its data.
114. SGS tested at 12 and 15 seconds—not at the 10-12 second times Dyson markets to consumers, and not at the 8 seconds Excel markets. SGS knew or should have known that testing at times different from marketed claims would produce results that could not justify those marketing claims.
115. SGS knew or should have known that its laboratory results differed materially from real-world performance. The discrepancy between SGS laboratory results (0.183 grams at 12 seconds for Dyson) and independent real-world testing (2.5-3.0 grams

at equivalent times) is more than an order of magnitude. Either SGS failed to validate that its laboratory conditions reflected real-world performance, or SGS knew its results were not representative and provided them anyway.

J. Plaintiff's Harm

116. Plaintiff has suffered and continues to suffer harm as a direct and proximate result of Defendants' conduct, including but not limited to:

- a. The cost of purchasing and installing approximately 34,000 Dyson Airblade hand dryers based on Defendants' false representations and certifications;
- b. The cost of removing and replacing the installed hand dryers with hygienic alternatives;
- c. The cost of remediating mold contamination caused by water dispersal from the installed dryers;
- d. The cost of repairing or replacing walls, floors, and fixtures damaged by water dispersal and mold;
- e. Operational disruption during removal, replacement, and remediation;
- f. The cost of investigating and evaluating the scope of contamination;
- g. Reputational harm from sustainability claims made in reliance on Defendants' false environmental data and certifications;
- h. Exposure of employees and customers to amplified microbial contamination;
- i. The cost of revising sustainability reporting and disclosures;
- j. The cost of removing or modifying signage created in reliance on Defendants' false claims;
- k. Reliance damages from selecting equipment based on false NSF certification;

l. Reliance damages from selecting equipment based on false SGS test data underlying certification; and

m. Such other damages as will be established at trial.

K. Plaintiff's Reliance on Defendants' Representations and Certifications

Dyson. Starbucks reasonably relied on Dyson's express representations regarding drying time, hygiene, HEPA filtration, energy consumption, and environmental impact in selecting, purchasing, installing, and maintaining Dyson Airblade hand dryers across its retail locations. Dyson marketed these representations as objective, measurable facts supported by testing, certifications, and quantified performance claims. Starbucks had no practical ability to independently verify these claims at enterprise scale and was entitled to rely on Dyson's superior access to performance data.

NSF. Starbucks reasonably relied on NSF International's certification marks, protocols, and representations of independence and scientific rigor in evaluating the hygiene and safety claims associated with Dyson Airblade hand dryers. NSF holds itself out as an independent certifying body whose role is to validate manufacturer claims that cannot be meaningfully assessed by end users. Starbucks relied on NSF's certifications as confirmation that Dyson's claims had been independently vetted.

SGS. Starbucks reasonably relied on SGS as an independent testing laboratory when SGS testing was cited or incorporated into Dyson's marketing, certifications, and environmental disclosures. SGS markets itself as a neutral and technically competent evaluator whose testing results are intended to be relied upon by third parties. Starbucks relied on SGS's testing as objective validation of Dyson's performance claims.

In Aggregate. Starbucks' reliance was not isolated to any single representation or entity. Starbucks relied on the certification ecosystem as a whole — including

manufacturers, testing laboratories, and certifying bodies — each of which presented itself as performing an independent role in validating product performance. Starbucks relied on the premise that this ecosystem functioned as represented.

V. CAUSES OF ACTION

COUNT I: NEGLIGENCE

(Against Defendant Dyson)

117. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

118. Dyson owed Plaintiff a duty to exercise reasonable care in the design, manufacture, testing, marketing, and sale of its products, including a duty to ensure that representations regarding product performance were accurate and a duty to warn of known or reasonably discoverable hazards.

119. Dyson breached its duty of care by, among other things: making false representations regarding drying time, hygiene, energy efficiency, and environmental impact; failing to conduct adequate testing to verify its performance claims; creating a proprietary test method to generate favorable results it could not achieve through standard testing; failing to disclose that its products amplify microbial contamination; failing to disclose that its products disperse water throughout the restroom environment; failing to disclose that its products cause mold colonization; and failing to warn Plaintiff of these hazards.

120. Dyson's breach of its duty of care was a direct and proximate cause of Plaintiff's damages.

121. As a direct and proximate result of Dyson's negligence, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT II: PRODUCTS LIABILITY — DESIGN DEFECT

(Against Defendant Dyson)

122. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

123. Dyson designed, manufactured, and sold Dyson Airblade hand dryers that are defective in design. The defect is the design itself, not a manufacturing flaw. The products are defective because they fail to perform their intended function (drying hands hygienically) and instead amplify contamination, disperse water throughout the environment, and cause mold growth. Every unit operates exactly as designed; the design is the problem.

124. The risks of the Airblade's design outweigh any benefits. The design defect—high-velocity air dispersal at 690 kilometers per hour—causes the product to spray contaminated water throughout the restroom, amplify microbial contamination by 35 to 105 times over ambient air, leave hands wet at claimed drying times, and cause mold colonization on adjacent surfaces.

125. A reasonable alternative design existed and was available: paper towels, which achieve equivalent or superior drying without contamination amplification, water dispersal, or mold colonization. White paper towels tested as statistically indistinguishable from ambient air ($p = 0.192$) and achieve hand drying in 15-20 seconds through absorption rather than dispersal.

126. The design defect existed at the time the products left Dyson's control and was a direct and proximate cause of Plaintiff's damages.

127. As a direct and proximate result of the design defect, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT III: PRODUCTS LIABILITY — FAILURE TO WARN

(Against Defendant Dyson)

128. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

129. Dyson had a duty to warn Plaintiff of known or reasonably knowable risks associated with the use of its products.

130. Dyson knew or should have known that its products: fail to dry hands at claimed times; amplify microbial contamination; disperse water throughout the restroom environment; and cause mold colonization. These hazards were reasonably discoverable through ordinary testing.

131. Dyson failed to warn Plaintiff of these hazards. Dyson not only failed to warn but affirmatively represented the opposite: that Airblade products were "hygienic" and helped create "a cleaner, more hygienic washroom."

132. Dyson's failure to warn was a direct and proximate cause of Plaintiff's damages.

133. As a direct and proximate result of Dyson's failure to warn, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT IV: BREACH OF EXPRESS WARRANTY

(Against Defendant Dyson)

134. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

135. Dyson made express warranties to Plaintiff regarding its products, including representations that Dyson Airblade hand dryers: dry hands in "10-12 seconds"; are "hygienic" and help create "a cleaner, more hygienic washroom"; feature "HEPA

filtered" air capturing "99.97% of particles"; achieve "up to 88% less CO₂" compared to paper towels; and "cost up to 99% less to run than paper towels."

136. These representations constituted express warranties that became part of the basis of the bargain between Plaintiff and Dyson.

137. Plaintiff relied on these express warranties when selecting and purchasing Dyson Airblade hand dryers for installation in its retail facilities.

138. Dyson breached these express warranties. The products do not dry hands in 10-12 seconds; they require 70-90 seconds. The products are not hygienic; they amplify contamination by 35-105 times. HEPA filtration provides no statistically significant hygiene benefit ($p = 0.803$). The energy, cost, and environmental claims are false because they are predicated on impossible drying times.

139. As a direct and proximate result of Dyson's breach of express warranty, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT V: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(Against Defendant Dyson)

140. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

141. Dyson is a merchant with respect to hand dryers.

142. Dyson impliedly warranted that its Dyson Airblade hand dryers were merchantable and fit for the ordinary purpose for which such goods are used—namely, drying hands hygienically.

143. Dyson Airblade hand dryers are not merchantable or fit for their ordinary purpose. They fail to dry hands at claimed times and amplify microbial contamination. A hand dryer that leaves hands wet and increases contamination is not fit for the ordinary purpose of hygienic hand drying.

144. Dyson breached the implied warranty of merchantability.

145. As a direct and proximate result of Dyson's breach of the implied warranty of merchantability, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT VI: BREACH OF IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE

(Against Defendant Dyson)

146. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

147. At the time of sale, Dyson knew or had reason to know the particular purpose for which Plaintiff required hand dryers: hygienic hand drying in food service facilities where employees handle food and beverages consumed by millions of daily customers, and where environmental sustainability is a material corporate commitment.

148. Dyson knew that Plaintiff was relying on Dyson's skill and judgment to furnish suitable products. Dyson's marketing materials specifically target sustainability-focused purchasers with environmental claims.

149. Plaintiff relied on Dyson's skill and judgment in selecting Dyson Airblade hand dryers.

150. Dyson Airblade hand dryers are not fit for the particular purpose of hygienic hand drying in food service facilities with sustainability commitments. Products that amplify contamination by 35-105 times are unsuitable for food service. Environmental claims predicated on false data are unsuitable for sustainability-focused purchasers.

151. Dyson breached the implied warranty of fitness for particular purpose.

152. As a direct and proximate result of Dyson's breach of the implied warranty of fitness for particular purpose, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT VII: VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT

(Against All Defendants)

153. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

154. The Washington Consumer Protection Act, RCW 19.86.020, prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce."

155. Each Defendant engaged in trade or commerce within the meaning of the Act.

156. Dyson engaged in unfair and deceptive acts and practices by: making false representations regarding the drying time, hygiene, energy efficiency, cost savings, and environmental impact of its products; concealing that its products amplify microbial contamination; concealing that its products disperse water throughout the restroom environment; concealing that its products cause mold colonization; and creating a secret proprietary test method to generate favorable results it could not achieve through standard protocols.

157. NSF engaged in unfair and deceptive acts and practices by: certifying that Dyson products meet P335 specifications when they do not; maintaining certification for eleven years without surveillance testing to verify compliance; and allowing its certification mark to be used to market products that achieve zero percent compliance with certified specifications.

158. SGS engaged in unfair and deceptive acts and practices by: providing test data that does not reflect real-world product performance; testing at times different from marketed claims; and enabling false marketing claims through apparently independent validation that was not representative of actual performance.

159. Defendants' unfair and deceptive acts impact the public interest. Defendants' products and certifications affect commercial facilities throughout Washington serving millions of consumers. Defendants' false representations affect purchasing decisions by commercial entities and usage decisions by individual consumers.

160. Plaintiff suffered injury to its business or property as a direct result of Defendants' unfair and deceptive acts.

161. Pursuant to RCW 19.86.090, Plaintiff is entitled to actual damages, treble damages, costs, and reasonable attorneys' fees.

COUNT VIII: UNJUST ENRICHMENT

(Against All Defendants)

162. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

163. Plaintiff conferred a benefit upon Dyson by purchasing approximately 34,000 Dyson Airblade hand dryers. Plaintiff conferred a benefit upon NSF through the certification fees and market value created by Plaintiff's reliance on NSF certification. Plaintiff conferred a benefit upon SGS through the testing fees and market value created by Plaintiff's reliance on SGS-validated performance claims.

164. Each Defendant received and retained this benefit.

165. Each Defendant's retention of this benefit is unjust because the benefit was conferred based on Defendants' false representations and certifications regarding product performance. Plaintiff paid for products that would dry hands hygienically and support sustainability commitments; Defendants delivered products that amplify contamination and whose environmental claims are false.

166. It would be unjust for Defendants to retain these benefits.

167. Plaintiff is entitled to restitution and disgorgement of Defendants' unjust enrichment.

COUNT IX: NEGLIGENT MISREPRESENTATION

(Against Defendant NSF International)

168. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

169. NSF supplied false information to the market by issuing P335 certification for Dyson Airblade hand dryers.

170. NSF knew or should have known this certification would guide commercial purchasing decisions. NSF markets P335 certification specifically to induce commercial reliance.

171. NSF was negligent in issuing P335 certification. NSF allowed Dyson's employee to participate in the Protocol Development Panel. NSF incorporated Dyson's internal test method into the certification standard. NSF certified Dyson products without adequate verification that the products achieved the certified specifications under real-world conditions.

172. Plaintiff relied on NSF's P335 certification in selecting Airblade hand dryers. Dyson's marketing emphasized NSF certification as independent third-party validation of hygiene claims.

173. Plaintiff's reliance was justified. NSF holds itself out as an independent certification body accredited under ISO/IEC 17065.

174. NSF's negligent certification proximately caused Plaintiff's damages.

COUNT X: NEGLIGENT MISREPRESENTATION

(Against Defendant SGS North America Inc.)

175. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

176. SGS supplied false information to the market by providing testing services that manufacturers cited as third-party validation of performance claims.

177. SGS knew or should have known this testing would guide commercial purchasing decisions.

178. SGS was negligent in conducting and reporting testing. SGS test data documented performance at drying times materially longer than manufacturer marketing claims. SGS continued providing testing services that supported false performance claims.

179. Plaintiff relied on third-party testing as validation of manufacturer claims.

180. SGS's negligent testing and reporting proximately caused Plaintiff's damages.

COUNT XI: NEGLIGENT UNDERTAKING

(Against Defendants NSF International and SGS North America Inc.)

181. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

182. Under Restatement (Second) of Torts § 324A, one who undertakes to render services to another that it should recognize as necessary for the protection of third persons is subject to liability for physical harm to those third persons resulting from failure to exercise reasonable care, where the harm is suffered because of reliance of the other or the third person upon the undertaking.

183. Defendants NSF and SGS undertook to provide certification, testing, and standards development services for hand dryer manufacturers.

184. Defendants recognized or should have recognized that commercial purchasers—including Starbucks—would rely on these certifications when making purchasing decisions affecting the health and safety of their customers and employees.

185. Defendants failed to exercise reasonable care in performing their undertakings.

Defendants allowed manufacturers to control certification development.

Defendants failed to verify that certified products achieved certified specifications.

Defendants continued certifying products despite evidence—including the Excel v. Dyson litigation—that manufacturer claims were false.

186. Plaintiff suffered harm because of its reliance on Defendants' certifications.

COUNT XII: DECLARATORY AND INJUNCTIVE RELIEF

(Against All Defendants)

187. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

188. An actual controversy exists between Plaintiff and Defendants regarding the truth and validity of Defendants' representations and certifications concerning hand dryer hygiene, performance, and environmental claims.

189. Plaintiff seeks a declaration that:

a. Dyson's claims that Airblade hand dryers dry hands in 10-12 seconds are false;

b. Dyson's claims that Airblade hand dryers are "hygienic" are false;

c. Dyson's claims that Airblade hand dryers achieve "88% less CO₂" than paper towels are false;

d. NSF's P335 certification of Dyson products does not reflect actual product performance;

e. SGS test data does not reflect real-world product performance; and

f. Products certified under NSF P335 do not achieve certified specifications.

190. Plaintiff seeks injunctive relief:

- a. Ordering Dyson to cease making false representations regarding drying time, hygiene, and environmental performance;
- b. Ordering Dyson to issue corrective disclosures to purchasers;
- c. Ordering NSF to conduct public, transparent surveillance testing of currently certified products;
- d. Ordering NSF to suspend or revoke certifications for non-compliant products;
- e. Ordering NSF and SGS to publish corrective notices informing the public that certified products do not meet certified specifications; and
- f. Ordering NSF and SGS to notify LEED, WELL, BuildingGreen, and similar organizations of certification failures.

VI. DAMAGES

191. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff has suffered and continues to suffer damages, including but not limited to:

- a. The purchase price of approximately 34,000 Dyson Airblade hand dryers;
- b. Installation costs for the hand dryers;
- c. Costs of removal of the installed hand dryers;
- d. Costs of replacement hand drying equipment or systems;
- e. Costs of mold remediation;
- f. Costs of repairing or replacing damaged walls, floors, and fixtures;

- g. Costs of environmental testing and investigation;
- h. Operational disruption costs;
- i. Reputational damages from sustainability claims based on false data and certifications;
- j. Costs of revising environmental disclosures and reporting;
- k. Reliance damages from false certification;
- l. Costs of investigating certification accuracy;
- m. Consequential damages;
- n. Treble damages as permitted under the Washington Consumer Protection Act;
- o. Pre-judgment and post-judgment interest as permitted by law;
- p. Reasonable attorneys' fees and costs as permitted by law; and
- q. Such other and further relief as the Court deems just and proper.

VII. JURY DEMAND

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

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Starbucks Corporation respectfully requests that this Court enter judgment in its favor and against Defendants Dyson, Inc., NSF International, and SGS North America Inc., jointly and severally, and award Plaintiff:

- a. Compensatory damages in an amount to be determined at trial;
- b. Consequential damages in an amount to be determined at trial;

- c. Treble damages as permitted under the Washington Consumer Protection Act;
- d. Restitution and disgorgement of Defendants' unjust enrichment;
- e. Declaratory relief as set forth in Count XII;
- f. Injunctive relief as set forth in Count XII;
- g. Pre-judgment and post-judgment interest as permitted by law;
- h. Reasonable attorneys' fees and costs as permitted by law; and
- i. Such other and further relief as the Court deems just and proper.

Dated: _____

Respectfully submitted,

Attorney for Plaintiff

Starbucks Corporation

[Address]

[City, State ZIP]

[Phone]

[Email]

EXHIBITS

Journal Preprints

[EXHIBIT-A] Transmission of Bacteria and Fungus via Dyson and Xlerator Hand Dryers, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.15504115; Journal Preprint 1 of 11

[EXHIBIT-B] Testing the Validity of Hand Dryer Drying Time Specifications, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.15503698; Journal Preprint 2 of 11

[EXHIBIT-C] Visual Analysis of Water Dispersion Patterns, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.15503304; Journal Preprint 3 of 11

[EXHIBIT-D] Bacterial and Fungal Contamination Assessment of Paper Towel Types, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.15504144; Journal Preprint 4 of 11

[EXHIBIT-E] Systematic Performance Failure in Commercial Hand Dryers, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.17858443; Journal Preprint 5 of 11

[EXHIBIT-F] Baseline Water Mass on Freshly Washed Hands, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.17858834; Journal Preprint 6 of 11

[EXHIBIT-G] An Empirical Refutation of Green Energy Claims, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.17859198; Journal Preprint 7 of 11

[EXHIBIT-H] Catastrophic Time-To-Dry Failures via Bi-Modal Mechanism, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.17869567; Journal Preprint 8 of 11

[EXHIBIT-I] Validation of Hand Dryer Microbial Amplification, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.17859894; Journal Preprint 9 of 11

[EXHIBIT-J] The Wandering Plume of Filth, Blouch, R. A. Jr. (2025); DOI: 10.5281/zenodo.17860971; Journal Preprint 10 of 11

Complete List of Testing Data Files

[EXHIBIT-K] Complete Data File Index, Blouch 2025

Dryer Time Test Results Graphs

[EXHIBIT L] Comprehensive All-Trials Time-To-Dry Hand Dryer Data Graph

Petri Dish Images

[EXHIBIT-M] 136 Ambient Room Air Petri Dish Images Sampled In Front of Machines, Blouch, R. A. Jr. (2025)

[EXHIBIT-N] 60 Hand Dryer Output Air Jet Petri Dish Sample Images, Blouch, R. A. Jr. (2025)

[EXHIBIT-O] 28 Brown Paper Towel Petri Dish Sample Images, Blouch, R. A. Jr. (2025)

[EXHIBIT-P] 47 White Paper Towel Petri Dish Sample Images, Blouch, R. A. Jr. (2025)

Plume of Filth Images

[EXHIBIT-Q] Hand Dryer Plume of Filth Images

[EXHIBIT-R] Hand Dryer Mold Images with Corroborating Petri Dish Test Images

Comprehensive summary articles

[EXHIBIT-S] Comprehensive Hand Washing and Hand Drying Efficacy Studies, 59, AI, (December 2025)

[EXHIBIT-T] Comprehensive Functioning Hand Dryer Output Air Studies, 18, AI, (December 2025)

Lab Testing

[EXHIBIT-U] Hayes Microbial Consulting Report (EPA Laboratory ID: VA01419)

Evidence of Plaintiff Exposure

[EXHIBIT-V] Evidence of Plaintiff Exposure — Starbucks Rewards History + M&T Bank Statements

Standards documents

[EXHIBIT-W] UL PCR for Hand Dryers (July 13, 2016)

[EXHIBIT-X] NSF Protocol P335: Hygienic Commercial Hand Dryers (April 2007)

[EXHIBIT-Y] ISO 14025 Environmental Standards Principles and Procedures

[EXHIBIT-Z] ISO 14044 Life Cycle Assessment Requirements and Guidelines

Certifications

[EXHIBIT-AA] Smart EPD Certificate SmartEPD-2023-002-0006-01 (XLERATOR)

[EXHIBIT-BB] SGS Performance Test Report No. 2774929EFF-001 (Sept. 7, 2012)

[EXHIBIT-CC] UL Environment EPD No. 4787137936.102.1 — XLERATOR Hand Dryer certification; July 25, 2017

[EXHIBIT-DD] UL Environment EPD No. 4787616201.106.1 — Hokwang 2200 Hand Dryer certification; April 1 2022

[EXHIBIT-EE] TrueNorth Collective LCA (May 2023): Comparative Life Cycle Assessment of Hand Drying Systems: Excel Hand Dryers and Paper Towel Systems

[EXHIBIT-FF] MIT Materials Systems Laboratory Lifecycle Assessment — Document 6-1, September 2011.

[EXHIBIT-GG] NSF P335 Dyson Certified Live Listing 251231

[EXHIBIT-HH] XLERATOR LEED v4.1 Document

[EXHIBIT-II] DYSON LEED May 2014 Document

Collusion Network Structures

[EXHIBIT-JJ] Personnel and Committee Connections Master Reference Document

[EXHIBIT-KK] Standards and Certification Chronology UL to Smart EPD, Lasso, Blouch 2025

Defendant Source Documents

[EXHIBIT-LL] Anna Lasso, The First Sustainable Hand Dryer, Excel UK Website December 2025

Journalistic Industry Analysis and History

[EXHIBIT-MM] Hand dryers v paper towels, The Guardian_files, The Guardian, 25 April, 2019

Excel V Dyson Court Documents — Case_3:12-cv-30211-MAP_(D._Mass.)

[EXHIBIT-NN] Excel V Dyson Original Complaint, PACER

[EXHIBIT-OO] Denis Gagnon Affidavit Excel V Dyson, PACER

[EXHIBIT-PP] Toby Saville Affidavit Excel V Dyson, PACER

[EXHIBIT-PP-A] Toby Saville Claimed Dry Times Versus Ron Blouch Data, a Detailed Comparison

[EXHIBIT-QQ] Dyson's Answer, Statement of Defenses, and Counterclaims — Document filed February 22, 2013.

[EXHIBIT-RR] Defendant Dyson, Inc.'s Memorandum of Law in Opposition to Plaintiff Excel Dryer, Inc.'s Motion for Preliminary Injunction

[EXHIBIT-SS] Excel Reply to Dyson Opposition — Document 32, Filed February 4, 2013; includes Second Declaration of Denis Gagnon (Document 32-1)

[EXHIBIT-TT] MIT-QUANTIS Letter in response to dry time testing conflicts, 17 October 2012

[EXHIBIT-UU] Excel White Paper: "An Ultrafast, Comfortable Hand Dryer"

ITC Complaint

[EXHIBIT-VV] ITC COMPLAINT; Excel Dryer V Multiple Respondents, China; DN 3159; June 24, 2016

False Claims Summary Documents

[EXHIBIT-WW] False Advertising Claims Analysis Dyson

[EXHIBIT-XX] False Advertising Claims Analysis Excel

[EXHIBIT-YY] False Claims Analysis NSF with UL Supplemental Analysis

[EXHIBIT-ZZ] False Claims Supporting Screenshots and Document Images

Global Dryer Statistical Estimates

[EXHIBIT-AAA] US Dryer Use Estimates Annual and Per Use with microbe estimates, Blouch 2025

[EXHIBIT-BBB] US Dryer Use Estimates Annual and Per Use with energy estimates, Blouch 2025

[EXHIBIT-CCC] US Dryer Use Estimates Annual and Per Use with LEED estimates, Blouch 2025

Hokwang Dryer Product Sheets, UL

[EXHIBIT-DDD] Hokwang 2200W product sheet with UL certification, December 2025

[EXHIBIT-EEE] Hokwang high speed EcoHygiene product sheet without UL certification, December 2025

Journal Preprint

[EXHIBIT-FFF] Performance Failures in Commercial Hand Dryers: An Historical Synthesis and Sequential Summary Review of an Eleven-Study Research Program, Blouch, R. A. Jr. (2026); DOI: 10.5281/zenodo.18322481; Journal Preprint 11 of 11

[EXHIBIT-GGG] Dyson False Advertising Claims, Blouch 2025

[EXHIBIT-HHH] Excel False Advertising Claims, Blouch 2025

[EXHIBIT-III] NSF False advertising Claims, Blouch 2025

[EXHIBIT-JJJ] Screenshot False Advertising Claims Supporting Material

[EXHIBIT-KKK] Grand Central Terminal Excel Case Study

[EXHIBIT-LLL] US Green Building Council Excel Case Study

[EXHIBIT-MMM] Northwestern University Hospitals Excel Case Study

[EXHIBIT-NNN] Seabury Excel Case Study

[EXHIBIT-OOO] USDA Excel Case Study

[EXHIBIT-PPP] Dyson Energy Saving Signs

[EXHIBIT-QQQ] Excel Energy Savings Signs

[EXHIBIT-RRR] Gia AIRMID study

[EXHIBIT-SSS] Xlerator Hygiene Technical Data Sheet

[EXHIBIT-TTT] Unified Certifiers Civil Complaint, Blouch 2026