

**IN THE COURT OF COMMON PLEAS OF CUMBERLAND COUNTY,
PENNSYLVANIA**

RONALD A. BLOUCH JR.,

Plaintiff,

v.

No. _____

CIVIL ACTION - LAW

STARBUCKS CORPORATION,

Defendant.

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Cumberland County Bar Association
32 S. Bedford St., Carlisle, PA 17013
717-249-3166

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Cumberland County is required by law to comply with the Americans With Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact the office of the Cumberland County Court Administrator, Cumberland County Courthouse, 1 Courthouse Sq, Rm 301, Carlisle, PA 17013, Telephone No. 717-240-6200. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

COMPLAINT

I. PRELIMINARY STATEMENTS

1. Several of 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, ending in a definitive result. Visit any Starbucks corporate store restroom. Wash your hands. Place them in the hand dryer for 15 seconds - longer than any claimed or certified drying time for the dryers. 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.
2. Hand dryer performance can be understood by imagining removing the dryer from the room. Does the room become more or less sanitary? Is a restroom user cleaner or more contaminated if it is not there?
3. Plaintiff has been going to Starbucks since they opened the first store in Washington DC in June of 1993. For many years he went daily for a single cup of black coffee. Plaintiff never gave restroom hygiene a thought, trusting that he was in a safe, certified clean space. Plaintiff does not recall when Starbucks began to use hand dryers but by the mid-2000s he recalls no longer seeing paper towels, with each store having a hand dryer in each of the two restrooms. He assumed they were safe, trusting the Defendant's care and judgment in selecting them for their employees and customers.

4. In 2022 and 2023 Plaintiff began to notice black mold directly under the hand dryer output nozzle in the several Starbucks stores he frequented. Eventually he began to look for it in every store. He traveled frequently and regularly uses stores in five states and the District of Columbia, plus other stores elsewhere across the country less frequently.
5. In September of 2023 Plaintiff decided to do a science experiment with his then 12-year-old daughter to sample the air in the store, the restroom, and the dryers. The first test set:

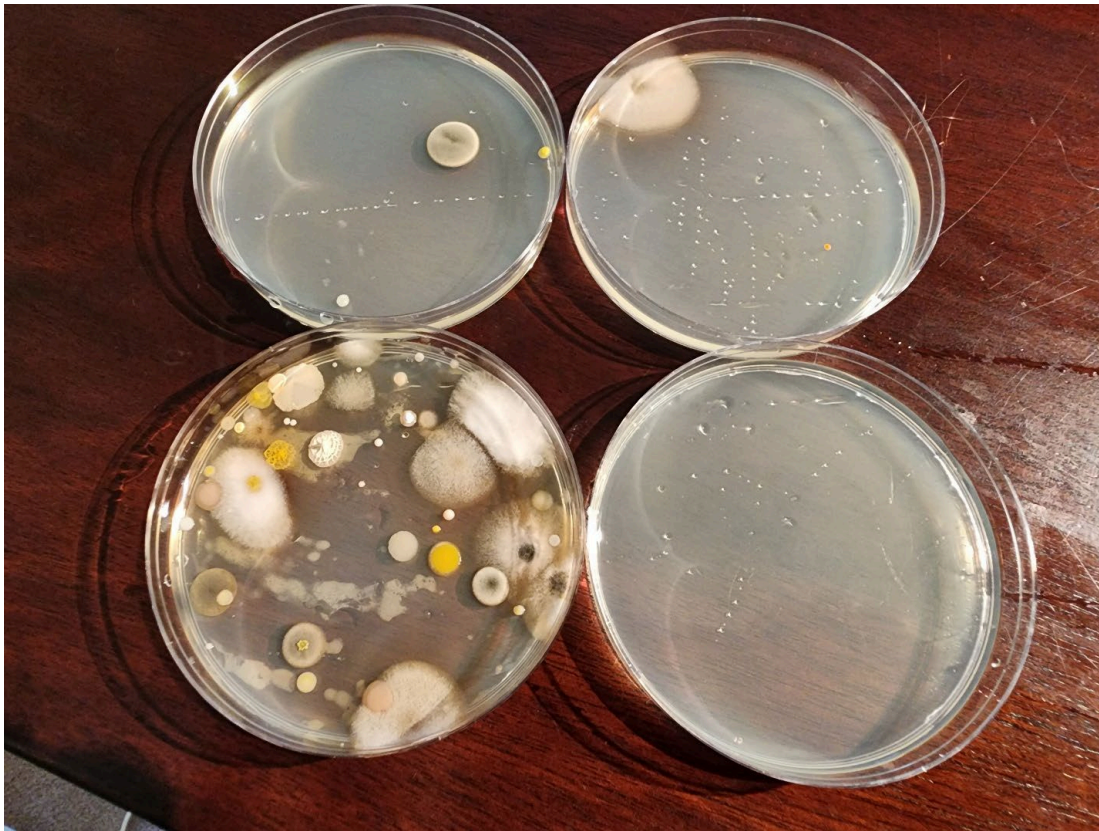


Figure 1: Plaintiff's first test set, September 2023. Room air top left, hallway air top right, control bottom right, hand dryer output air, all 60 seconds, Starbucks, Cumberland Parkway, Mechanicsburg, PA Sep 15, 2023

6. During testing and investigation over the next two years Plaintiff discovered that the obvious hygiene issues were a small part of a larger ecosystem of false claims, failed testing, failed standards and certifications, all generated by a small network of people

who all knew each other and built a \$1.5B market that does precisely the opposite of every claim that is made for it. This complaint details all of it as it pertains to Plaintiff's use and reliance on Starbucks as his nearly exclusive source of coffee for 30 years in the stores and at home.

7. Defendant Starbucks is the party that selected these machines and placed them in the restrooms Plaintiff used, and it is directly answerable to Plaintiff for that choice. Starbucks asserts that their food and drink are part of an inseparable coffeehouse experience they brand as "the third place," a destination between home and work, having characteristics similar to both as a broad experience, not a purveyor of food. They also brand it, "The Starbucks Experience", "...a neighborhood gathering place...." As the possessor of the premises promising a complete experience that incorporates the store itself, Starbucks owed Plaintiff a duty to provide reasonably safe facilities that it could not delegate to others and cannot now disclaim; that a manufacturer built the machine and a certifier stamped it does not excuse Starbucks's independent decision to install and maintain it. The false claims, failed testing, and defective certifications originate upstream of Starbucks, and Starbucks holds its own remedies against the manufacturers and certifiers who created them - but those upstream wrongs run alongside Starbucks's own liability to Plaintiff, not in place of it.

A. DECLARATIONS

1. Purpose

8. The purpose of a hand dryer is to increase hygiene. Its method is the drying of hands. It is part of a two-element hygiene system that includes a sink. There are zero restroom hand dryers serving their function that do not have sinks. The sink's hygiene method is the

washing of hands. A hand dryer is bound to a sink. They do not exist separately. Together they are a hygiene unit with two different methods to increase hygiene: washing and drying. 150 years of science on both is unequivocal.

9. If you remove hygiene from a sink it still functions as a useful object.
10. If you remove hygiene from a commercial restroom hand dryer it has no function. Hand dryers are uniquely specific machines in a world in which most tools can do multiple things. A screwdriver opens paint cans. A nail can open a paint can in a pinch. A hand dryer stripped of hygiene does nothing at all.

2. The Use Cycle

11. The companies that certify hand dryers define a use cycle as the drying of hands to a specified standard. The minimum required elements necessary to do that are: a dryer, electricity, a wall, a floor, air, hands, water, time and dryness. Remove any element and the declared cycle fails.

3. The Science

12. Plaintiff declares that the results described in this Complaint rest on testing done after the first test set revealed the problem, completed over two years and including 931 individual tests conducted at 226 stores (57 Starbucks Corporate stores) across five states and the District of Columbia, examining 169 hand dryers and 94 paper-towel dispensers: 462 drying trials, 193 hand-dryer microorganism tests, 29 paper-towel tests, 127 NIOSH style restroom mold evaluations, 116 plating tests within the 127 NIOSH evaluations, totaling 1,076 culture dishes. Plaintiff hand counted approximately 50,000 bacterial and fungal colonies in pen on printed dish photos, each of which was then imaged and retained. The

chain-of-custody record comprises approximately 1.3 terabytes of images, video, documentation, and raw measurement data, published in eleven works with permanent DOIs - ten studies and one synthesis review. The underlying record is hosted in full at handdryerstudy.com, with redundant publicly available access to all chain-of-custody materials at Backblaze, Cloudflare and pCloud.

13. Every result is public. Every paper is public. Every counting decision, every excluded sample, and every error found and corrected is documented in the record.

4. Drying Time

14. A hand drying time of less than 15 seconds to less than 0.25g of residual water is the central claim made by so-called high speed dryer manufacturers and certifiers for their machines. For currently manufactured downdraft Dispersal-Type dryers of the type Defendant uses in its stores it is physically impossible to dry hands that rapidly, as anyone who tried the test above has already determined.
15. Plaintiff was confronted with an unsolvable problem with every use: dry to the certified claimed drying time and leave with wet hands, or dry until hands are dry - between 60 and 90 seconds for the machines Defendant has deployed in its stores, as proven in 462 drying-time trials showing that between two and three grams of water remain on hands if stopped per instruction.
16. Plaintiff declares that the number of currently manufactured and installed downdraft Dispersal-Type production hand dryers that have dried hands in 15 seconds or less to any claimed or certified rapid-drying residual moisture threshold is precisely zero.

5. False Green Energy and Environmental Claims

17. Plaintiff declares that the short claimed drying times have crucial downstream effects.

This bears directly on Defendant, which posts signs in its restrooms claiming energy efficiency and hygiene for its machines. Currently manufactured downdraft Dispersal-Type hand dryers consume 7-10× more energy and produce 6-25× more CO₂ per use than the manufacturers' and certifiers' claims when hands are dried to those parties' self-determined dryness standards, simply because it takes 7-10× longer than claimed to actually dry hands. The claimed 85-90% environmental advantage over paper towels does not exist. At actual drying times, hand dryers either have the same energy and CO₂ impact as paper towels or they are 2-3× more damaging, depending on the methodology used to calculate it. The industry's foundational environmental claims are false.

6. Microbial Amplification

18. Plaintiff declares that Defendant's hand dryers amplify the low number of bacteria and fungi in undisturbed ambient restroom air by median factors of ~50 to ~110 and frequently by extreme factors from ~300 to ~5000, turning the output airstream of hand dryers into a wildly microbially diverse, fecund stream of bacteria, fungi and, potentially, viruses, directed onto the freshly washed hands of unsuspecting and trusting users. The devices are bacterial and fungal injectors, throwing microorganisms onto wet hands recently washed. The first test set looks like every other test set, without exception.

7. Universal Room Contamination

19. Plaintiff declares that with every complete drying cycle done in Defendant's hand dryers, 7.31 grams of indeterminately clean/dirty wash water is sprayed into the air and all over the walls, floor and user of the restroom, totaling approximately 1.7 billion cups of contaminated water on the walls, floors and users of all public restrooms every year in the

US cumulative to a careful estimate of the number of all hand dryers in current use.

Every day 150,000,000 people step into dirty water put there by the people who used the dryer before them. Every party involved can see the water on the walls and floor after each use.

8. Persistent Mold Originating at the Dryer

20. Plaintiff declares that Defendant's dryers become a source of persistent mold on the walls and floors near the output air jets in 100% of hand dryer installations, varying only in degree per the cleaning efforts of each facility. Plaintiff found no mold free installations across 169 tested dryers.

9. Novel Paper Towel Finding

21. Plaintiff declares that prior paper towel testing for microbial contamination failed to sort for type. All tested brown paper towels contain bacteria and fungus from the factory in concentrations less than, but approaching, hand dryer air. White paper towels usually contain less contamination than the room air they are used in, almost none, and provide an instant and effortless solution to every one of the problems described in this complaint.

B. A BRIEF CASE SUMMARY

22. This action principally seeks equitable relief. Plaintiff asks the Court to order the removal of a continuing hazard from the restrooms of a business he patronizes - restrooms used every day by Starbucks's customers and employees alike - and to declare that hazard for what the evidence shows it to be. Plaintiff does not ask the Court to hold Starbucks liable because a manufacturer produced a defective appliance, nor to treat Starbucks as an

insurer of every product on its premises. This action concerns Starbucks's own conduct: selecting, supplying, inspecting, maintaining, warning about, remedying, and continuing to deploy a hand-drying system in restrooms Starbucks holds open for its customers and mandates for its employees.

23. Starbucks's responsibility arose in three stages.
24. First, Starbucks was a sophisticated purchaser receiving information from sophisticated upstream actors - the manufacturers who built the machines and the certifiers who certified them. That fact may explain Starbucks's initial acquisition decisions. It does not make Starbucks legally invisible to the customers and employees who encountered the resulting condition in a Starbucks restroom.
25. Second, Starbucks possessed or controlled the premises, the equipment selection, the available drying method, cleaning and maintenance, warnings, alternatives, and continued operation. Before Plaintiff's formal notice, Starbucks's own stores repeatedly displayed visible wetness, dispersal, staining, residue, mold, and nonperformance to every customer and employee who entered those restrooms. Starbucks failed to address obvious functional problems in every store.
26. Third, Plaintiff gave Starbucks direct, documented notice. His notice was not an ordinary customer complaint based on appearance or suspicion. Before approaching Starbucks, Plaintiff had converted his initial observations into a substantial body of comparative testing - preserved petri dishes, photographs, video, timing records, and underlying data - later expanded into the eleven-study, DOI-published research program described below. In March and April 2025 he delivered that evidence directly to Starbucks, at the store level and at Starbucks headquarters, together with a readily available paper-towel

remedy. Starbucks acknowledged and documented that notice in its own customer-care records under assigned case numbers, then declined to receive the underlying evidence.

The full circumstances of that notice are set out in the factual allegations below.

27. That notice changed the character of Starbucks's later conduct. After notice, continued deployment could no longer be explained as innocent reliance on manufacturers and certifiers. Starbucks had been told that the visible conditions in its restrooms were manifestations of a measured, systemic failure exposing its customers and employees, and had been offered both the evidence and a readily available route to correction, and it continued to deploy the machines.
28. The relief Plaintiff principally seeks is equitable. Plaintiff asks the Court to declare the condition what the evidence shows it to be, and to enter a permanent injunction requiring removal of the dryers wherever Plaintiff continues to patronize the Starbucks system - relief that protects the customers and employees who use those restrooms. Plaintiff also pleads negligence and premises liability, and consumer deception and ascertainable loss under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, and he seeks damages for his own timely transactions and exposures. But those damages are secondary. They are modest, and they cannot cure a continuing condition Plaintiff will encounter every time he uses a Starbucks restroom: money compensates a past exposure; only removal prevents the next one. The claims do not depend on proving that Starbucks invented the upstream misinformation. They depend on Starbucks's direct relationship with its customer, its control over the place and method of service, the observable recurring conditions in its restrooms, the actual notice it received, and its continued

supply of the method after that notice, to the ongoing exposure of the customers and employees on its premises.

II. PARTIES

A. Plaintiff

29. Plaintiff Ronald A. Blouch Jr. is a natural person and citizen of Pennsylvania residing at 107 E. Locust Street, Mechanicsburg, Cumberland County, Pennsylvania 17055. He is a long-time Starbucks customer who purchased beverages and related coffeehouse services for personal use and used Starbucks customer restrooms and hand-drying systems.

30. Plaintiff's relationship to Starbucks is not that of an occasional customer. It is one of the longest and most consistent commercial and personal relationships of his adult life, and it is central to both the exposure Plaintiff describes and the relief he seeks.

31. Plaintiff first patronized Starbucks in June of 1993, when the company opened its first store in Washington, D.C. By 1995 he had made Starbucks his habitual source of coffee as additional stores opened closer to his home. Since then Plaintiff has, for approximately three decades, purchased his coffee from the Starbucks store closest to him. Of every thousand cups of coffee Plaintiff has consumed away from home since approximately 2000, he estimates that fewer than three came from any source other than a Starbucks store. This is not a figure offered for effect; it is Plaintiff's honest estimate of a habit so consistent that its exceptions are the only part he can count.

32. Plaintiff's consumption at home followed the same pattern. Of every thousand cups he has brewed at home over that period, he estimates that fewer than ten were made from beans other than Starbucks beans, and those beans were purchased directly from

Starbucks rather than from a grocery retailer. Plaintiff's home consumption thus reflects a direct commercial relationship with Starbucks Corporation, not the purchase of a licensed product from a third-party store shelf.

33. Plaintiff did not merely buy Starbucks coffee. He occupied Starbucks stores. For Plaintiff, as for the customers Starbucks has long invited through its "third place" model, the store itself - the place to sit, to work, to begin the day, to remain - was as much the thing purchased as the coffee. Plaintiff paid for the coffeehouse as much as for the cup.
34. That occupancy was, at times, intensive and sustained. For a period of approximately nine months in 2006, while traveling continuously by car across the United States, Plaintiff patronized and occupied Starbucks stores in numerous states on a daily basis; across the whole of that period the nearest Starbucks was his single consistent fixed point, visited every day, in city after city. For a separate period of approximately three years, Plaintiff maintained an office one block from a Starbucks store and began nearly every workday inside that store, working at length over a cup of coffee and using its restroom facilities repeatedly in the ordinary course of those daily hours. These are not isolated visits. They are representative of a decades-long pattern in which Plaintiff occupied Starbucks premises - and used Starbucks restrooms - far more, and for far longer, than an ordinary transient customer.
35. Plaintiff's patronage has continued even as his estimation of the coffee itself has declined. In recent years Plaintiff has come to prefer coffee he brews at home from Starbucks beans which remain excellent, and no longer patronizes the stores joyfully for the quality of the beverage as it has degraded. It remains better than all other available stores but is no longer what it once was. He continues to patronize local Starbucks stores on occasion,

nonetheless. When traveling, which occurs several times each month, Plaintiff purchases coffee at the nearest Starbucks store across Pennsylvania, Maryland, Virginia, New York, and the District of Columbia. He continues to frequent Starbucks stores because he likes the vibe and the people and uses their restrooms as needed, declining to use the hand dryers and avoiding their physical location in the room as best he can.

36. Plaintiff had respectfully avoided discussing this issue with Starbucks customers and most employees since he discovered it, attempting repeatedly to resolve it without generating discomfort for store users and employees. Plaintiff's public health campaign, after repeated attempts at private resolution, began on the day this complaint was filed, bringing attention to the problem while still maintaining decorum and courtesy.
37. The breadth of Plaintiff's patronage extends well beyond those jurisdictions. Over the course of his life Plaintiff has had a cup of Starbucks coffee in nearly every state in the United States, in Paris, France, in 2004, and at the original Starbucks store at the Pike Place Market in Seattle in 2005. During the March–April 2025 trip on which he delivered notice to Starbucks at its Seattle headquarters, Plaintiff patronized and occupied Starbucks's own flagship corporate premises as an invited customer. Each day he was present, Plaintiff had coffee at the Starbucks Reserve location at Starbucks's corporate headquarters. On two separate occasions during the trip he traveled to the Starbucks Reserve Roastery at 1124 Pike Street on Capitol Hill, where he sat for approximately two hours drinking cups hand-brewed to order by Starbucks baristas. Plaintiff thus occupied Starbucks's own showcase premises, intensively and as intended, at the very time he was informing the company of the condition described in this Complaint.

38. Plaintiff's patronage has never been a matter of brand enthusiasm or identity. He owns no Starbucks merchandise and has never displayed the company's marks. His relationship to Starbucks has consisted entirely of quiet, near-exclusive daily patronage sustained for three decades - a settled feature of his ordinary life rather than any expression of allegiance to the brand.
39. That Plaintiff continues to patronize and occupy Starbucks premises even after ceasing to prefer the coffee confirms that the object of his patronage has always been, in substantial part, the place itself - and it establishes that his exposure to the condition described in this Complaint is not historical but ongoing and prospective.
40. Plaintiff documented his Starbucks patronage through Starbucks Rewards history, bank statements, receipts, photographs, and contemporaneous records. Exhibit EE contains Rewards and banking evidence, which document card, bean, and in-store purchases and therefore understate Plaintiff's actual consumption, as they do not capture coffee Plaintiff brewed at home from Starbucks beans; Exhibit EEa collects the transaction-level analysis of those records. A Starbucks Deployment and Exposure Matrix samples pleaded transaction locations, store operator, dryer make and model, certification mark, photographs, visible condition, and use or avoidance.
41. Plaintiff conducted an extensive independent research program concerning commercial hand-dryer performance. The research comprises 931 individual tests conducted at 226 total stores, (57 Starbucks stores) across 169 dryers and 94 paper-towel dispensers, including 462 drying-time trials; 193 hand-dryer microbial tests and 29 paper-towel tests across 1,076 culture dishes; 127 charted restroom evaluations recording plume behavior and visible growth; paper-towel comparison testing; approximately 1.3 terabytes of

preserved photographs, video, data, and chain-of-custody material; and eleven preprints assigned Digital Object Identifiers listed below: [Exhibits A-J]

42. Transmission of Bacteria and Fungus via Dyson and Xlerator Hand Dryers in Starbucks, Home Depot and Whole Foods Restrooms: A Comparative Analysis; Blouch, R. A. Jr. (2025) MAIN STUDY [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.15504115 PAPER [1]
43. Testing the Validity of Hand Dryer Drying Time Specifications: A Quantitative Study of Residual Water on Dyson and Xlerator Dryers in Retail Store Environments; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.15503698 PAPER [2]
44. Visual Analysis of Water Dispersion Patterns During Hand Drying: A Qualitative Comparison of High-Speed Air Dryers and Paper Towels; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.15503304 PAPER [3]
45. Bacterial and Fungal Contamination Assessment of Paper Towel Types: A Quantitative Analysis of White versus Brown Varieties in Retail Restrooms; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.15504144 PAPER [4]
46. Systematic Performance Failure in Commercial Hand Dryers: A Large-Scale Quantitative Analysis of Time-To-Dry on Hands in Dyson and Xlerator Hand Dryers in Public Restrooms; Blouch, R.A Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.17858443 PAPER [5]

47. Baseline Water Mass on Freshly Washed Hands: Establishing Reference Values; Blouch R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.17858834 PAPER [6]
48. An Empirical Refutation of Green Energy Claims for Dyson and Xlerator Hand Dryers in Use in Public Restrooms; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.17859198 PAPER [7]
49. Catastrophic Time-To-Dry Failures by Dyson, Excel and World Dryer Hand Dryers via the Bi-Modal Loose Water and Bound Water Mechanism: A Comprehensive Definitive Analysis; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.17869567 PAPER [8]
50. Validation of Hand Dryer Microbial Amplification Using Broad-Spectrum Growth Media: A Replication Study with Enhanced Detection Methodology; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.17859894 PAPER [9]
51. The Wandering Plume of Filth: A Randomized, Empirical Assessment of Visible Wall Contamination Radiating from Commercial Hand Dryers Versus Paper Towel Dispensers in Functioning Public Restrooms; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.17860971 PAPER [10]
52. Performance Failures in Commercial Hand Dryers: An Historical Synthesis and Sequential Summary Review of an Eleven-Study Research Program; Blouch, R. A. Jr. (2025) [Preprint] Retrieved from www.handdryerstudy.com/. DOI: 10.5281/zenodo.18322481 PAPER [11]

B. Defendant

53. Defendant Starbucks Corporation is a Washington corporation with principal executive offices at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks conducts continuous and substantial business in Pennsylvania, operates or exercises contractual and operational control over Starbucks-branded coffeehouses, and sells goods and services directly to Pennsylvania consumers.
54. Starbucks publicly describes the physical coffeehouse-not merely the beverage-as part of what customers purchase and experience. In 2022, Starbucks reaffirmed its commitment to a “safe, welcoming and kind third place environment.” In February 2024, Starbucks announced a scalable Inclusive Spaces Framework for newly built and renovated U.S. company-operated stores and specifically treated bathroom handwashing and drying equipment as a store-design feature. Starbucks currently describes its Classic Café as the original, iconic “third place,” a place to “sit and stay,” and a customer’s “home away from home.” [Exhibit X.]
55. These statements are not pleaded as guarantees of sterility or as proof that Starbucks controls every licensed premises. They are admissions of Starbucks’s commercial model and centralized capacity to design and scale the customer environment. Starbucks’s 2024 announcement expressly stated that the Inclusive Spaces Framework would guide newly built and renovated company-operated stores across the United States. Premises design, accessibility, bathroom equipment, and customer amenities are therefore components of a coordinated coffeehouse experience, not unrelated local accidents. [Exhibit X.]
56. Starbucks has long represented that it delivers a consistent, authentic in-store experience to customers around the globe, including through licensed partners, and that customers

can count on a safe, familiar Starbucks Experience wherever they visit. [Exhibit X.]

These statements do not alone establish legal control over every licensed premises, but they are relevant to Starbucks's objective presentation of the customer bargain and to the factual inquiry into brand standards, equipment specifications, and operational responsibility.

III. JURISDICTION AND VENUE

57. This Court has unlimited original jurisdiction over this civil action under 42 Pa.C.S. § 931(a). Plaintiff asserts Pennsylvania statutory, tort, declaratory, and equitable claims against a private corporation.

58. Plaintiff seeks unliquidated damages and does not claim a specific sum, consistent with Pa.R.Civ.P. 1021(b). Plaintiff states that the amount claimed does not exceed the jurisdictional amount requiring compulsory arbitration referral under Pa.R.Civ.P. 1021(c) and C.C.R.P. 1301.

59. This Court has authority to declare the parties' rights, status, and legal relations under the Pennsylvania Declaratory Judgments Act, 42 Pa.C.S. §§ 7531-7541, and to grant appropriate equitable relief within its jurisdiction. The monetary damages Plaintiff seeks are secondary to the principal relief requested, which is declaratory and mandatory equitable in nature. Because a board of arbitrators convened under Pa.R.Civ.P. 1301 et seq. and C.C.R.P. 1301 cannot enter the declaratory judgment or the prospective injunctive relief that forms the core of this action, Plaintiff respectfully requests that the Court retain the matter rather than refer it to compulsory arbitration, so that complete relief within the Court's equitable jurisdiction may be afforded.

60. Venue is proper in Cumberland County under Pa.R.Civ.P. 2179(a)(2), (3), and (4) because Starbucks regularly conducts business in this County and because transactions and occurrences giving rise to the claims took place at Starbucks locations in Cumberland County, including the company-operated store at 6455 Carlisle Pike, Mechanicsburg, Pennsylvania, and the Starbucks location at 3433 Simpson Ferry Road, Camp Hill, Pennsylvania.
61. Personal jurisdiction exists because Starbucks purposefully and continuously conducts retail commerce in Pennsylvania and Cumberland County, operates or controls Starbucks-branded locations here, sells directly to Pennsylvania customers, and supplied the services and premises conditions giving rise to this action.

IV. FACTUAL ALLEGATIONS

A. STARBUCKS SOLD AN INTEGRATED COFFEEHOUSE TRANSACTION

62. A Starbucks purchase is not merely a transfer of liquid across a counter. Starbucks designs, markets, and operates what it repeatedly calls a coffeehouse experience and a “third place”: a place to enter, order, remain, meet, work, sit, and use facilities supplied for customers. Starbucks currently calls its Classic Café a place to “sit and stay” and a customer’s “home away from home.” Its policies expressly include restrooms within customer spaces. The beverage, trained service, physical environment, and customer amenities are integrated components of the transaction. [Exhibits V through X.]
63. Pennsylvania consumer law evaluates transactions functionally rather than reducing them to a single physical item. In *Commonwealth v. Monumental Properties, Inc.*, 459 Pa. 450, 329 A.2d 812, 820-21 (1974), the Pennsylvania Supreme Court treated a residential lease

as a bundle of goods and services-including maintenance and proper sanitation-within the UTPCPL's remedial reach. The analogy here is not that a cup of coffee is a lease. It is that consumer transactions may include the surrounding services the seller objectively supplies as part of the bargain.

64. Starbucks itself makes that functional connection. In a Starbucks restroom photographed by Plaintiff, a small Starbucks-branded sign mounted directly above a Dyson hand dryer stated: "HAND DRYER. Using these energy efficient hand dryers reduces paper towel consumption." A separate, generic employee-handwashing instruction affixed to the dryer required employees to wash their hands before returning to work, identified "5. Dry" as part of the required sequence, and instructed employees to "Turn Off Water with paper towel." Plaintiff does not allege that Starbucks authored the generic handwashing sign. He alleges that Starbucks posted and maintained the instruction in the same installation in which it branded and promoted the dryer. [Exhibit V.]
65. The two signs do not state that air dryers are unsafe, and Plaintiff does not offer them for that proposition. Their significance is narrower and direct: Starbucks adopted and republished an environmental rationale for the dryer; displayed the device within an employee hand-hygiene sequence requiring drying before return to work; and maintained a protocol recognizing a paper towel as the barrier used to complete the sanitary sequence without bare-hand contact with the faucet. The photograph connects Starbucks's equipment choice, employee hygiene, food-service operations, and the immediately available paper-towel alternative in one installation.



Figure 2. Starbucks-branded hand-dryer sign above a Dyson dryer and a separate generic employee-handwashing instruction affixed to the dryer, including “5. Dry” and “Turn Off Water with paper towel.” Photograph by Plaintiff, March 16, 2025. [Exhibit V.]

66. Plaintiff purchased Starbucks goods and the associated customer services for personal use. During those transactions, Starbucks invited him to use the restroom and supplied the only or designated method for completing handwashing. The restroom and dryer were not products Plaintiff happened to encounter on unrelated property; they were facilities Starbucks made available because he was a customer.
67. Plaintiff’s status was therefore at least that of a business invitee. A Pennsylvania possessor owes an invitee the duty stated in Restatement (Second) of Torts §343:

reasonable care concerning conditions the possessor knows or should discover, should realize involve an unreasonable risk, and should expect the invitee will not protect himself against. *Carrender v. Fitterer*, 503 Pa. 178, 185-86, 469 A.2d 120, 123-24 (1983).

B. THE HANDWASHING AND DRYING SYSTEM

68. A public-restroom hand dryer serving its intended function necessarily operates downstream of a sink. The sink and dryer form a two-stage sanitation system: washing removes material from the hands; drying reduces moisture that facilitates transfer. Starbucks supplied both stages.
69. The dryer does not merely occupy wall space. Its use cycle requires wet hands, water, intake air, electrical energy, time, and the surrounding room. It produces air movement, removed water, heat, noise, carried particles and organisms, and deposition on the user and receiving environment.
70. The mandated result is increased hygiene. The method is dried hands. The dryer use cycle for every hand dryer ever installed requires, at minimum, a dryer, electricity, walls and a floor, air, hands, water, time and dryness. Remove any element and the cycle does not complete. A full use-stage analysis must describe the complete physical cycle.
71. The user's hands are the contemplated object of the undertaking. Every represented drying time, residual-moisture threshold, hygiene claim, and energy-per-use figure presupposes a person placing wet hands into the air stream. Starbucks supplied that event to Plaintiff.
72. Because the machine was installed by Starbucks as the means of completing handwashing, Plaintiff reasonably understood that Starbucks regarded it as fit for contact

with freshly washed hands and suitable for the customer restroom. The installation and invitation to use were conduct, not merely silence.

C. THE UPSTREAM INFORMATIONAL PREDICATE

73. Commercial hand dryers reached Starbucks through an extensive system of manufacturer claims and third-party testing or certification. Manufacturers represented rapid drying, hygiene, HEPA filtration, energy savings, environmental benefit, and superiority to paper towels. [Exhibits LL, MM, NN.]

74. NSF created Protocol P335, titled “Hygienic Commercial Hand Dryers,” and maintained a public listing for qualifying Dyson products. P335 does not merely use the word hygienic. It states what the certification exists to prevent and fixes the level it treats as acceptable. Section 6.4 provides that “the operational intent of a hygienic commercial hand dryer is to prevent the hand dryer from using air contaminated with microbes to dry a user’s hands,” and derives a threshold on the order of one culturable organism per operating cycle. [Exhibit GG] Plaintiff’s broad-spectrum testing at the output of certified machines recorded a median of 200 cfu in the dryer output air sampled long enough for hands to be dried to certifiers’ dryness standards. [Exhibit I] The protocol on which a purchaser of these machines would rely therefore supplied both the standard and the measure of the failure. UL created Product Category Rules for hand dryers and issued or hosted environmental declarations incorporating drying-time and energy values. SGS generated performance testing used by manufacturers and later environmental analyses. [Exhibits FF, GG, HH-JJ, KK.]

75. These upstream actors possessed specialized knowledge and held themselves out as technically competent. A national retailer could initially place substantial weight on their

records. The informational chain therefore matters because it explains how Starbucks acquired the machines and why Starbucks may not have begun with subjective knowledge of the defects alleged here.

76. But upstream reliance is an explanation, not a release. Pennsylvania recognizes that a possessor retains duties toward business invitees concerning activities and appliances used in its business. In *Glass v. Freeman*, 430 Pa. 21, 28-29, 240 A.2d 825, 829 (1968), the Supreme Court explained that a possessor must exercise reasonable care to discover the likelihood of negligent acts by third persons and, as to business invitees, reasonably supervise appliances and methods used in activity connected with the business use of the land.
77. Whatever rights Starbucks may possess against manufacturers, certifiers, vendors, licensees, landlords, or maintenance contractors do not eliminate the customer's claim against Starbucks for Starbucks's own selection, supply, control, inspection, warning, and post-notice decisions. Concurrent or intervening negligence does not automatically supersede a defendant's substantial contribution to harm. *Powell v. Drumheller*, 539 Pa. 484, 495-97, 653 A.2d 619, 624-25 (1995).
78. Plaintiff does not come to this Court in the first instance. Before filing, Plaintiff served Starbucks with a written Settlement Demand offering a path to resolve this matter without litigation. Starbucks declined. This action is the direct consequence of that rejection. The terms of the Settlement Demand are protected communication. Plaintiff presents the fact that the opportunity was extended and refused. Starbucks was given a clear path to correct the condition, long past original notice, without a lawsuit and chose to litigate.

79. Plaintiff discloses that, on the same day this Complaint is filed, he is filing a separate civil action in the United States District Court for the Middle District of Pennsylvania against the upstream manufacturers and certifiers - including NSF International, SGS North America, UL Solutions Inc., SmartEPD LLC, and an individual certifier - arising from the false performance claims, failed testing, and defective certifications described above.
80. Plaintiff discloses that action here in the interest of candor, and to make plain what that action is and is not. The two cases are concurrent, not derivative. The 168 page federal action explains in exquisite scientific and legal detail what the manufacturers and certifiers did: the generation and marketing of unsupported performance and environmental claims, and the issuance of certifications that testing does not sustain. It does not need to be repeated here. It is in the public record in concordance with the supporting science. This action concerns what Starbucks did: the independent selection, supply, control, inspection, and post-notice retention of the machines on premises Starbucks possesses and holds open to Plaintiff as a business invitee.
81. Those are different wrongs, by different parties, owed under different duties, in different forums. Critical defects legitimately originate upstream - questionably dirty hand water on walls and floors is not an upstream problem - and Starbucks itself has remedies against the parties who created them. That neither excuses Starbucks's own conduct nor renders this action derivative of the federal one; concurrent and successive contributions to a single harm each remain actionable against the party responsible for them. See *Powell v. Drumheller*, 539 Pa. 484, 495-97, 653 A.2d 619, 624-25 (1995). No stay,

abatement, or deferral of this action is warranted on account of the federal case, and none should be inferred from Plaintiff's candor in disclosing it.

82. The certifiers gave status to the machines backed by nearly unquestionable brand reputations. The manufacturers built and sold them making impossible claims since at least 2001. Starbucks chose them, installed them, and kept them running after notice. An ordinary customer identified the problem, measured it, and brought it to several of the responsible parties in turn. All declined to resolve it, hence our actions before the courts.

D. STARBUCKS SELECTED, DEPLOYED, AND CONTROLLED THE CUSTOMER METHOD

83. At the locations identified in the completed Exposure Matrix, Starbucks or an entity acting under Starbucks's operational system selected, installed, retained, and supplied forced-air dryers in customer restrooms. The machines were placed where a customer completing handwashing would naturally encounter them. They were the only drying method provided. Most corporate stores have two restrooms, hence two dryers.
84. Starbucks determined whether paper towels were also available, whether the dryer remained energized, what warnings appeared, how frequently the area was inspected and cleaned, what conditions were reported, and whether a malfunctioning or unsuitable unit was removed or replaced.
85. On first use, the first time, with each new machine Starbucks employees or contractors saw uncontained water sprayed on the walls, floors, and users and failed to determine that was a problem requiring resolution. [Exhibit QQ]

86. Starbucks and its agents had repeated physical access to the rooms. Employees cleaned or inspected the restroom, responded to floor conditions, refilled supplies, and observed the wall and floor region around the dryer. Maintenance records, cleaning logs, incident reports, work orders, customer complaints, vendor communications, and photographs are within Starbucks's custody or control. Every Starbucks employee necessarily saw water on the floor and themselves during use and mold on and under the dryers.
87. The relevant condition was not a single unknown spill moments before an accident. The alleged mechanism recurred every time a dispersal-type dryer struck water on a user's hands. Each cycle deposited water and material into the same receiving area. The visible result accumulated over time and varied with cleaning, not with the existence of the mechanism.
88. Where a harmful condition is traceable to the possessor or its agent, separate proof of notice is unnecessary; where a condition frequently recurs, a jury may find actual notice from the recurrence. *Moultrey v. Great A&P Tea Co.*, 281 Pa. Super. 525, 422 A.2d 593, 596-97 (1980) (an invitee may establish a prima facie case by showing that the possessor created the condition, thereby obviating proof of notice, or that the possessor had actual notice, including where the condition is one the owner knows has frequently recurred). The Complaint pleads both creation through Starbucks's selected method and independent actual or constructive notice.

E. WHAT STARBUCKS FAILED TO OBSERVE AND ACT ON PRIOR TO NOTICE

89. At represented rapid-drying times of 8 and 12 seconds, hands remain visibly wet. A person does not need a scale to observe the failure. The difference between "dry" and

water visibly remaining on the skin is apparent to every user and available to anyone assessing the installed equipment.

90. During operation, water leaves the hands. Downdraft dispersal dryers do not collect it, they spray it everywhere. Someone thought that was a good idea. The water is visibly driven toward the user, adjacent wall, floor, and surrounding air.
91. Plaintiff makes no claims as to process as we have not tested for it. Air blows, hand-water sprays. Wetness occurs with every use. Mold appears at 100% of installations despite even high level cleaning. Reason would argue this produces a predictable growth and cleaning burden but we cannot definitively state the connections and refuse to do so, only that mold and dirt exist in proximity to the dryers in 100% of installations. Plaintiff reports wetness, residue, staining, and biological growth concentrated within the geometry of the output without binding claims as to source in every tested installation, binding the dryer to these phenomena while the mechanisms causing them remain untested.
92. The connections do not matter given the ubiquity of the problem. How they got there is interesting but it is the fact they are there, every time, that is material.
93. Those conditions are especially relevant in a food-service establishment that represents its environment as clean, safe, welcoming, and carefully designed.
94. Customers often stop at the represented cycle time and leave with wet hands. Others continue standing in the output for far longer. Both behaviors are observable. During drying time testing Plaintiff attests that he was able to hear hand dryer users in the restroom next to the testing restroom during nine of the three hour testing sessions. Once

he realized what he was hearing he began counting. Most users dried for about ten seconds, leaving with wet hands, touching the door pull first on exit. Some dried for 20 seconds, still carrying water. One in twenty dried for the ninety seconds it takes to reach complete dryness. Many left without drying. Short drying leaves moisture that increases transfer, failing the purpose of the machine for both hygiene and dryness; long drying lengthens exposure, energy consumption, and dispersion.

95. Plaintiff does not allege that an ordinary store employee should have discovered microbial amplification factors or performed culture-based studies. He alleges every employee from a barista to the Chief Executive Officer could not fail to notice indeterminately clean water sprayed everywhere during every use cycle, including on themselves, on walls and floors [Exhibit QQ], and visible mold and dirt radiating from the dryer output. He alleges that if he could see it, Starbucks's operating system should have registered obvious under-drying, repeated water dispersal, recurrent cleaning conditions, and persistent mold or residue at the same equipment location-and should have investigated rather than assuming the manufacturers' promises and the machine's labels were valid after days, weeks, years, and decades of use.

96. Further, Plaintiff alleges every person reading this complaint can go to Starbucks and see the same thing, varying only in degree.

F. PLAINTIFF'S SCIENTIFIC PROGRAM

1. Origin, preservation, and relevance

97. In September 2023 Plaintiff observed visible mold and residue associated with a commercial hand dryer and conducted a simple comparison with his daughter: ambient

room air, restroom air, and dryer-output air. The heavy bacterial and fungal load in the dryer air was a shock. An n=1 is a question, not an answer. Plaintiff began testing other Starbucks, Whole Foods, and Home Depot stores nearby.

98. It never crossed plaintiff's mind he might be starting the largest comprehensive scientific examination of hand dryers in use in restrooms in the literature. He tested the observable system, locally near his home. After 30 tests all gave the same result he realized he needed to proceed with a larger testing program, particularly after discovering that the dryer manufacturers and certifiers claimed dryers dry in 8 or 12 seconds. The research expanded across manufacturers, locations, media, drying methods, paper towels, water dispersal, and visible room conditions with the most recent testing round completed in November of 2025. The resulting manuscripts and supporting data are identified in the current Exhibit List. [Exhibits A-U.]
99. The underlying photographs, videos, raw counts, time records, mass measurements, calculations, and chain-of-custody material have been preserved. Exhibit T indexes the data. Exhibit U validates the testing counts across datasets. The research is offered as testable evidence, all fully public, not as a demand that the Court accept Plaintiff's authority.
100. The science serves a narrower role here than in litigation against manufacturers or certifiers. It proves that the service Starbucks supplied failed materially; that the visible conditions had a physical mechanism; that Plaintiff's warning was serious and supported; and that a simple alternative existed. It also shows something a scientist rarely gets to encounter: data sets with 100% failure rates. This case was not brought because Plaintiff discovered a Dyson dryer throws 20% more bacteria than an Xlerator (he did not analyze

for dryer differences because they are meaningless); it is brought because commercial hand dryers fail every metric claimed for them, every time, and Starbucks failed to notice then failed to respond when notified.

2. Drying-time failure

101. Plaintiff conducted 462 drying-time trials across multiple manufacturers and models. At manufacturers' claimed rapid drying times, zero tested downdraft dispersal-type units achieved the relevant residual-moisture thresholds. [Exhibits B, E, H, S, U.]

102. The failure was not marginal. At claimed times, the most favorable measured result remained far above the 0.1-gram or 0.25-gram thresholds appearing in the relevant claims and certification documents, while typical residual moisture remained approximately 2.5 to 3.0 grams. The all-trials graph displays the complete performance curve. [Exhibit S.]

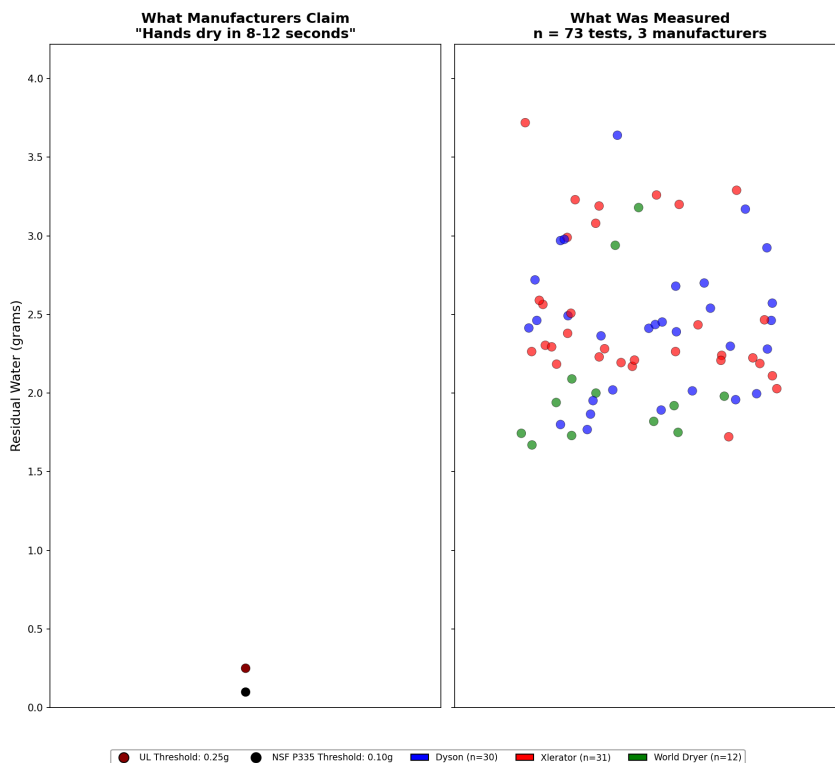


Figure 3: Manufacturer claimed residual water levels at claimed drying times versus actual residual water on hands at claimed drying times.

103. The time series showed a bi-modal mechanism. Loose surface water leaves quickly; remaining water leaves slowly. Across Dyson, XLERATOR, and World Dryer units, the curves converged strongly despite different engineering approaches. [Exhibits H, S.] The data indicate that useful drying to strict residual-moisture thresholds requires many multiples of the represented time, commonly on the order of seventy to ninety seconds depending on model, protocol, and threshold.

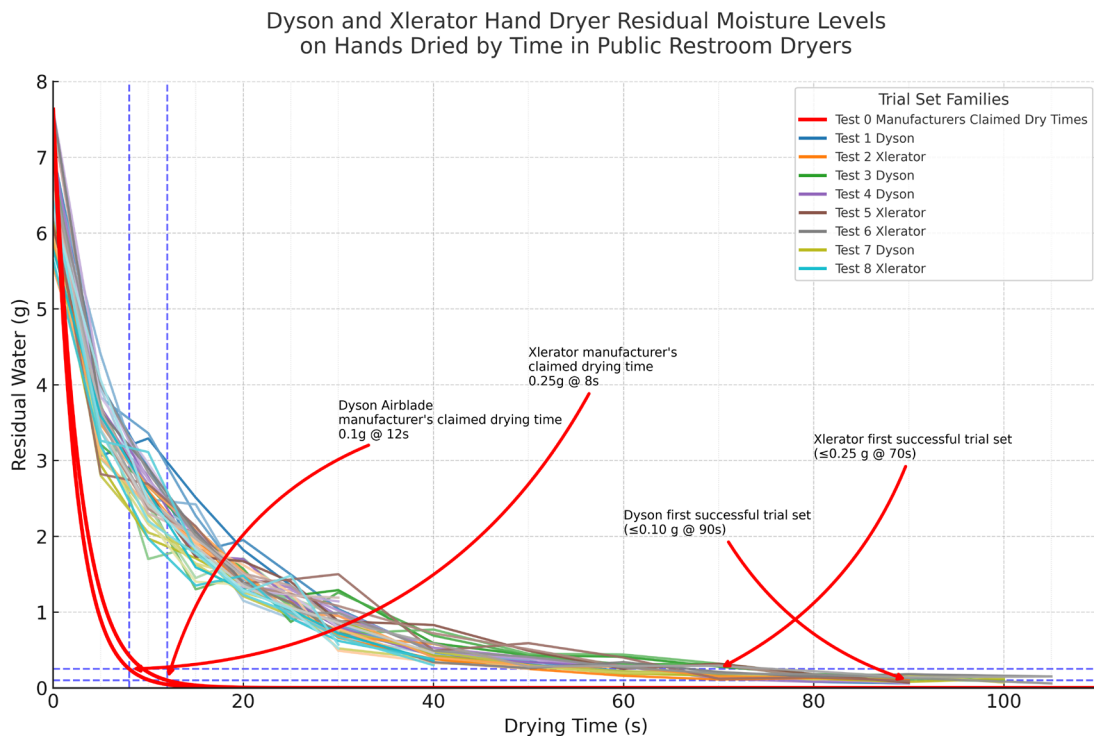


Figure 4: Actual time to achieve manufacturer claimed dryness, 42 complete trial sets containing 431 individual drying tests/data points performed by Plaintiff using his own hands during approximately 25 hours of testing time across 9 unique dryers.

104. At fifteen seconds, hands remained visibly wet in all observed trials. That fact can be demonstrated in court without technical interpretation. The statistical record explains the scale and consistency of what the eye sees.

105. For Plaintiff, the practical failure creates two choices. Stop when the machine's represented cycle ends and leave with wet hands, or remain for the actual drying period

while accepting longer microbial exposure, more water dispersal, more energy use, and more time than represented. Starbucks presents that dilemma.

3. Microbial amplification

106. Plaintiff compared undisturbed ambient restroom air with air delivered from operating dryers using standardized exposure periods and culture media. The purpose was not to identify every organism or prove that every colony causes disease. It was to test whether the air directed onto freshly washed hands resembled ordinary room air or carried a substantially different culturable load.

107. Across 136 consecutive paired tests reported in the amplification studies, dryer output exceeded ambient air. The original LB-agar methodology produced a median paired amplification of approximately 49.6 times; later broader-spectrum TSA testing produced a larger median on the order of 110 times. [Exhibits A, I, O, P, U.]

108. The result was consistent across brands and locations. The output was not simply a random sample of undisturbed room air. It delivered a concentrated biological load through the same air stream used to remove water from washed hands.

109. Exhibits O and N contain the underlying ambient and dryer-output plate images. Exhibit L is the Hayes Microbial Consulting report from an EPA-identified laboratory.

110. Plaintiff does not allege that every detected colony caused illness. He alleges physical contact and exposure to an amplified bacterial and fungal output that Starbucks supplied as the completion of handwashing, contrary to the customer's reasonable expectation that the drying stage would not reintroduce a substantially greater culturable load than the room air around it.

4. Water dispersal and the receiving room

111. Freshly washed hands carry approximately 7.31 grams of water at the beginning of the drying cycle under Plaintiff's baseline testing. [Exhibit F.] A dispersal-type dryer removes that water without collecting it. The water therefore enters the receiving environment.

112. High-velocity air visibly shears water from the hands. Exhibit C documents dispersion patterns. The water travels toward the user, wall, floor, machine surfaces, and surrounding air. The mechanism operates during every complete use, not only when a machine malfunctions.

113. The expelled water is not sterile by assumption. It originates on washed hands and is intersected by dryer output containing the organisms measured in the amplification studies. Later occupants encounter the deposited water and residues irrespective of whether they personally activate the machine.

114. The surrounding room is therefore part of the physical event. Starbucks's cleaning and inspection duties attach not merely to the dryer housing but to the predictable receiving area created by the dryer's geometry and operation.

5. Persistent visible mold and residue

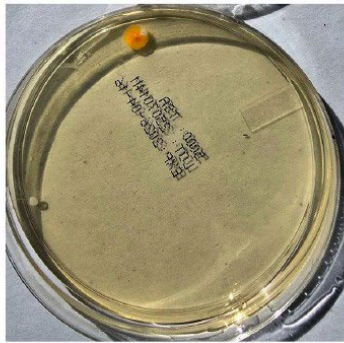
115. Plaintiff examined 127 public-restroom installations for visible conditions associated with hand dryers. Every dispersal-type installation examined displayed visible mold or biological growth at or beneath the dryer, varying in degree with cleaning and surface conditions. [Exhibits J, M, N.]

116. The comparison study found a markedly different visible pattern around white-paper-towel installations. The distinction supports the physical mechanism: a device that repeatedly projects water and material into a fixed receiving area creates a different environmental condition from an absorbent method that removes water from the room in a disposable medium.

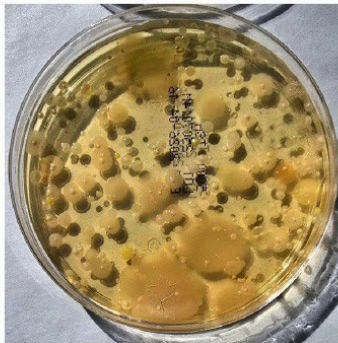
117. The Complaint uses the visual evidence for a limited and powerful point. Whatever Starbucks understood about microbiology before Plaintiff arrived, Starbucks could see and clean the surfaces in its own restrooms. Persistent growth aligned with dryer output was a reason to investigate the installed method and there were no stores where mold was not found.

6. Paper towels as a readily available alternative

ROOM AIR, DRYER AIR, BROWN PAPER TOWELS, AND WHITE PAPER TOWELS



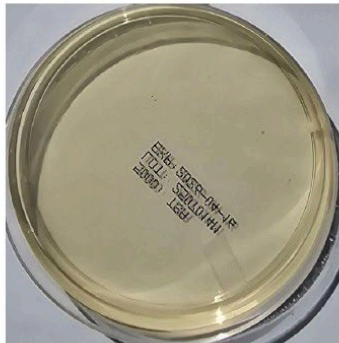
Room air · 60 sec



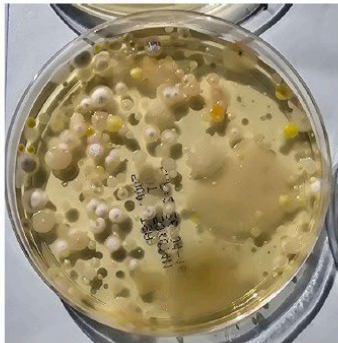
Dryer output · 60 sec



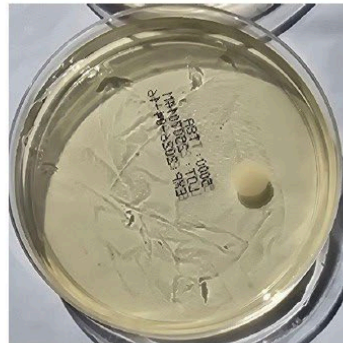
Brown towel · 30 sec



Room air · 60 sec



Dryer output · 60 sec



White towel · 30 sec

Same restroom, same moment, side by side: room air is nearly clean, the dryer's output is heavily contaminated, and the towel result follows — brown towels carry growth, white towels approach sterility. Across 226 restrooms and 1,076 culture dishes, roughly 50,000 colonies counted by hand, 100% consistency, no tested exceptions

118. Plaintiff tested brown and white paper towels for culturable bacterial and fungal content.

Brown towels often carried organisms associated with manufacturing material; white towels generally carried little culturable contamination and often less than the surrounding room air. [Exhibits D, Q, R.]

119. Most importantly, an absorbent towel removes water from the hands immediately in about 30 seconds and contains it for disposal. It does not require the user to stand in an amplified output stream for seventy to ninety seconds, and it does not project the removed water onto the room.

120. White paper towels therefore provide a simple remedy. Plaintiff offered Starbucks a problem that could be addressed without inventing new technology embedded in a distribution system already in place for implementation.

7. Limits of the scientific allegations

121. The studies do not establish that every Starbucks customer became ill, that every organism detected was pathogenic, or that every hand dryer model performs identically in every respect. The Complaint does not depend on those propositions.

122. The material propositions are narrower: represented rapid dry times were not achieved in 462 trials; output air amplified bacterial and fungus in undisturbed ambient air creating a microorganism injector at the dryer output; dispersal-type units inoculated and then atomized hand water with that amplified bacterial stream then exploded it into the room at 420 mph. Visible mold growth was present at the output area in 100% of tests; and white paper towels offer an immediate alternative.

123. Those findings are sufficient to make Starbucks's duty and notice intelligible. They explain what Starbucks supplied, what its personnel could observe, what Plaintiff later measured, and why Plaintiff's detailed warning required a competent response.

G. PLAINTIFF'S STARBUCKS TRANSACTIONS AND EXPOSURES

124. Plaintiff patronized Starbucks regularly for years. Throughout this period Plaintiff also consumed Starbucks coffee at home, brewing a 14-ounce press cup made from Starbucks beans every morning, 365 days a year, which Plaintiff attests to and which the documented bean and card purchases corroborate. Exhibit EE contains bank records documenting repeated Starbucks purchases beginning in May 2022 and Starbucks Rewards records extending through 2025. The documented May and June 2022 purchases occurred approximately sixteen months before Plaintiff collected the first hand-dryer test set on September 15, 2023, and before the cultures from that set developed through September 19, 2023. Additional receipts and photographs identify visits and locations. Plaintiff pleads a transaction schedule rather than generalized patronage.

125. Before September 15, 2023, Plaintiff had no research-derived clue that Starbucks's hand dryers materially failed their assigned function or amplified microbial output. The documented 2022 purchases therefore occurred during an unambiguous pre-knowledge period in which Plaintiff accepted Starbucks's supplied drying method without reason to protect himself against the condition later measured.

126. The first culture result was a serious clue requiring investigation; it did not, by itself, establish reproducibility, system-wide scope, the relationship between ambient air and dryer output, cross-manufacturer recurrence, drying-time failure, or the complete physical mechanism. The precise point at which investigation became a reasonably supported

conclusion is fact-dependent. This Complaint does not need that gray period to carry the principal reliance theory because the 2022 transactions predated even the first clue.

127. At identified stores, Plaintiff encountered forced-air dryers installed in the customer restroom. He used them because Starbucks supplied them as the ordinary method of completing handwashing, because no warning suggested a contamination or nonperformance problem, and because he reasonably assumed a national food-service retailer would not direct freshly washed hands into an unsuitable device.

128. Plaintiff did not carry personal paper towels, avoid the restroom, or treat the dryer as a contamination source before discovering the condition. Those omissions were not indifference; they were reliance on Starbucks's placement and operation of the system.

129. For each timely transaction, Plaintiff paid Starbucks for an integrated customer experience worth less than represented and less than the service reasonably expected. He received a hand-drying method that could not deliver the promised practical function at the represented time and that created an avoidable premises condition.

130. Plaintiff's economic injury is recognized in *Cottrell v. Alcon Laboratories*, 874 F.3d 154, 163-66 (3d Cir. 2017): he paid for a usable service and a material part of the supplied service could not be used as intended without waste or nonperformance. It also has the benefit-of-the-bargain form recognized in *Huertas v. Bayer US LLC*, 120 F.4th 1169, 1175-79 (3d Cir. 2024): the purchased offering was worth less because the alleged defect was present and the promised characteristic was absent.

131. The injury is complete at each transaction and use. It is not a speculative risk that may arise someday. A small monetary loss is ordinarily sufficient for standing. *Czyzewski v. Jevic Holding Corp.*, 580 U.S. 451, 464 (2017).

H. PLAINTIFF FIRST APPROACHED STARBUCKS AS A POTENTIAL ALLY

132. Plaintiff did not initially approach Starbucks as an adversary. He understood that Starbucks itself may have been deceived by manufacturers and certifiers and possessed the resources, purchasing leverage, and legal standing to correct the problem upstream.

133. After completing his first comprehensive preprint, Plaintiff created a detailed fifty-eight-minute presentation focused on Starbucks installations and the consequences for Starbucks customers and brand. The original presentation was deliberately provocative to command attention; later legal work removed the inflammatory register while preserving the evidence.

134. Plaintiff also created a proposed, private, market-based resolution that would allow Starbucks to investigate, remove the dryers, and pursue manufacturers or certifiers without public brand damage, to be presented to management at the proper time.

I. DOCUMENTED NOTICE TO A STARBUCKS STORE MANAGER

135. On March 16, 2025, Plaintiff personally delivered the presentation to Christian White, then the manager of the company-operated Starbucks store at 6455 Carlisle Pike, Mechanicsburg, Pennsylvania 17050. Plaintiff approached White because he was a known Starbucks manager and a person positioned to transmit a serious customer and premises issue through Starbucks's management structure. They had spoken frequently and were on friendly terms.

136. Before receiving and viewing the presentation, Christian White personally executed a written nondisclosure agreement. He bound himself, not Starbucks. He signed in his named role as the store manager receiving the material from a customer. Plaintiff does not allege that White had authority to impose a confidentiality obligation on Starbucks, only on himself.
137. The signed agreement is contemporaneous written proof of the exchange. It identifies a serious confidential presentation delivered to Christian White, an identified Starbucks manager, on March 16, 2025. It is a receipt with context, not a corporate contract claim.
138. White watched the presentation, expressed that it was significant, telling plaintiff that he was a degreed microbiologist and was impressed with the science and the narrative, and represented that he would run it through Starbucks's internal chain. Plaintiff made no offer at that meeting, only a request for contact with senior management. White later told Plaintiff that he had informed "his people" and that the matter had been blocked above him. [Exhibit Y.]
139. At the pleading stage, Plaintiff attests to what he delivered, what White received, what White said, and the circumstances in which he said it. Starbucks's internal routing, recipients, deliberations, and instructions are uniquely within Starbucks's records, to be sought in discovery.
140. Plaintiff also showed portions of the documentary and explained the hand-dryer problem to two additional Starbucks store managers at the Starbucks location at 3433 Simpson Ferry Road, Camp Hill, Pennsylvania 17011. Plaintiff made no offer, only requesting access to senior management. Plaintiff does not presently recall the managers' names or the exact date of those discussions. He alleges only what he personally

remembers: that both managers received portions of the presentation and discussed the identified problem with him. If pressed with a knowledgeable Starbucks employee the identities of the parties can likely be determined.

141. Pennsylvania agency law recognizes that knowledge of an agent acting within the real or apparent scope of authority may be imputed to the principal. *Workmen's Compensation Appeal Board v. Evening Bulletin*, 498 Pa. 219, 224, 445 A.2d 1190, 1192 (1982). Whether and how the manager's knowledge is attributed to Starbucks turns on his duties and the subject matter; his actual transmission independently supplies the next factual link.

J. REPEATED NOTICE AT STARBUCKS HEADQUARTERS

142. When no substantive corporate response followed, Plaintiff escalated in person. He traveled from Pennsylvania to Seattle on March 30, 2025, and returned on April 4, 2025, for the specific purpose of placing the hand-dryer evidence before Starbucks personnel capable of acting.

143. Plaintiff went to Starbucks headquarters for several hours on each day from March 31 through and including April 4, 2025. He spoke with multiple people, explained who he was, why he had traveled, the nature of the hand-dryer problem, the existence of extensive evidence, and his request that someone with authority receive and evaluate it.

144. Plaintiff did not merely leave an unidentified package at a desk. He gave substantive oral notice to human beings at Starbucks headquarters. No offers were made, only requests to speak with senior management. Travel records - airline tickets, hotel folios, rental-car and meal receipts - document the trip and its dates, and photographs document

his presence. Starbucks's own visitor and reception records will further confirm Plaintiff's presence at its headquarters on these dates. By the end of the visit, security personnel knew him and knew the stated reason for his repeated appearances. [Exhibit AA.] In addition to his oral notice, Plaintiff prepared written notice of the hazard addressed to two named Starbucks Global Communications officers, Marianne Duong and Jaime Riley, marked urgent with a stated action deadline, and mailed both letters from the United States Post Office at 2420 4th Ave S, Seattle, Washington, on April 4, 2025, before departing for the airport. [Exhibit BB.] A chronology of Plaintiff's travel and headquarters contacts during the trip, cross-referenced to the underlying records, is collected at Exhibit CC.

145. Plaintiff's presence and purpose are further documented in Plaintiff's contemporaneous email correspondence with Starbucks Customer Care during the trip. On April 1, 2025, Plaintiff wrote that he had identified a serious nationwide health and safety issue in Starbucks's corporate stores, had tested it, and was in Seattle to secure an in-person meeting. Starbucks's agents responded in writing: one confirmed that Plaintiff's concern was documented and assigned it case numbers CS13280414 and CS13283353; another engaged as a Starbucks specialist; and a third declined the requested meeting on the stated ground that Starbucks does not accept unsolicited business ideas from customers or vendors - a characterization Plaintiff corrected in writing, explaining that he was reporting a health-and-safety hazard, not proposing a business venture. By Starbucks's own dated records, Starbucks received Plaintiff's notice, documented it under case number, and declined to receive the evidence. [Exhibit Z.]

146. These facts establish Plaintiff's side of notice independently of Starbucks's internal conduct. Plaintiff proves whom he spoke with, what he said, when he said it, and how often. Starbucks's visitor logs, security reports, surveillance, internal emails, escalation records, and instructions will show what occurred inside the corporation, to be revealed in discovery.

147. A corporation acts through people and cannot defeat notice merely because its own internal routing did not reach the preferred executive. Pennsylvania law binds a corporation by notice received by officers or agents within the actual or apparent scope of their work and concerning a matter to which their employment extends. See *W.C.A.B. v. Evening Bulletin*, 445 A.2d at 1192; Restatement (Third) of Agency §5.03.

148. Each contact is distinguished according to role. Plaintiff does not allege that every security employee possessed authority to decide equipment policy. He alleges that Starbucks repeatedly received the substance through employees charged with receiving visitors, protecting headquarters, managing stores, and routing corporate matters, and that the store manager affirmatively reported internal transmission.

149. No part of Plaintiff's proposed offer was ever made to any employee or contractor at Starbucks because Plaintiff was never allowed to speak with someone who could receive his proposal.

K. WHAT STARBUCKS WAS TOLD

150. Plaintiff's notice was specific. He explained that the dryers did not dry hands at represented times; that users left wet or remained in the air stream far longer; that output air carried amplified bacterial and fungal loads; that water was dispersed onto users and

room surfaces; that visible mold and residue followed the output geometry; and that white paper towels provided an immediate alternative.

151. He explained that the problem appeared across brands rather than as an isolated broken unit. He offered methods, data, images, video, and the underlying presentation. He was not asking Starbucks to act on an anonymous accusation or unsupported internet post.

152. He also attempted to present Starbucks with an unusually favorable correction path: confidentiality, intellectual-property transfer, private investigation, removal or replacement, and upstream recovery. Starbucks did not need to concede liability to preserve customers while investigating.

153. The warning, received in full by White and in part by two others, and briefly described to security, front desk staff, and customer service while on location at corporate headquarters, therefore contained the information required for reasonable action: identified mechanism, measurable nonperformance, visible premises evidence, reproducible methods, location-specific Starbucks relevance, and a low-cost interim remedy.

L. CONTINUED DEPLOYMENT AFTER NOTICE

154. After the March and April 2025 notice, Starbucks continued to furnish forced-air dryers at the locations Plaintiff encountered, without a warning describing the measured nonperformance, amplified output, or water-dispersal mechanism, and without consistently supplying a white-paper-towel alternative.

155. After discovering the failures described herein, Plaintiff stopped using Starbucks hand dryers.

156. Plaintiff nevertheless continued to purchase food and beverages from Starbucks.

Starbucks offers a distinctive product and integrated coffeehouse service that Plaintiff values and cannot obtain in equivalent form elsewhere. Forced-air dryers are also pervasive in stores and facilities necessary to ordinary commercial life, including retailers Plaintiff uses for his work. Complete avoidance would require withdrawal from ordinary activities, not reasonable mitigation.

157. Plaintiff's continued patronage did not reflect reliance on the dryers' safety claims, consent to the identified exposure pathway, or acceptance of Starbucks's post-notice continuation. Plaintiff changed the conduct within his control. He could not observe or control whether Starbucks employees used the same dryers before returning to work and preparing, assembling, or handling the food and beverages sold to him.

158. Plaintiff has not laboratory-tested each purchased food item and does not allege that every item was individually proven contaminated although that is a reasonable assumption. He alleges a recurring pathway by reasonable inference: a posted employee-handwashing instruction in the Starbucks restroom required employees to wash and dry before returning to work; Starbucks supplied the challenged dryer as the available drying method; and employees thereafter prepared, assembled, or handled customer products. The documented use cycle created a pathway by which water and biological material dispersed during drying could be transferred to those products; item-specific contamination remains a matter of proof.

159. Plaintiff continued to make Starbucks purchases during timely transactions, as documented in the Starbucks Rewards history and bank records collected at Exhibit EE, which reflect repeated purchases within the limitations period at Starbucks locations

Plaintiff patronized. Each later purchase and encounter was a new completed transaction or event, not merely the lingering effect of a single earlier notice event.

160. Plaintiff does not rely on a continuing-violation doctrine to revive expired tort damages.

Pre-limitations events establish notice and knowledge. Damages under the negligence count are sought for timely injuries and transactions occurring within the applicable period, together with prospective relief for ongoing conditions.

161. Post-notice continuation is relevant to breach, causation, and state of mind. A company that has not been told may investigate reasonably over time. A company repeatedly told that a customer sanitation method produces specific, measured failures-and given the evidence and a simple interim alternative-cannot indefinitely treat the original upstream assurances as the end of its inquiry.

162. Starbucks's response or nonresponse, any testing it commissioned, any internal evaluation, and any decision to retain the machines are matters for discovery. Plaintiff pleads on information and belief that Starbucks created internal records concerning his repeated contacts and the subject of his warning.

M. INDEPENDENT AND CONCURRENT CAUSATION

163. The manufacturer's design and claims were causal. The certifier's testing, standards, listing, or verification were causal within their respective scopes, presented in detail in the federal complaint filed against them. Starbucks's purchasing, premises, maintenance, warning, and continuation decisions were independently causal. Those propositions coexist.

164. Starbucks transformed upstream information into a point-of-use condition. The upstream actors did not choose which Starbucks restroom Plaintiff entered, whether towels were available, how the receiving area was maintained, whether customers were warned, or whether the machine remained in service after Starbucks received Plaintiff's evidence.
165. The law does not require Plaintiff to pretend Starbucks acted alone in the history of the product. Pa.R.Civ.P. 1020(c) permits causes of action to be pleaded in the alternative. Pennsylvania causation law ordinarily leaves intervening and superseding-cause questions to the factfinder where reasonable minds may differ. Powell, 653 A.2d at 624-25.
166. Complete relief can be awarded against Starbucks for Starbucks's own share of legally attributable harm without joining every upstream actor. Starbucks may pursue contractual indemnity, contribution, or third-party claims if it concludes its suppliers bear responsibility. Those procedural choices do not define Plaintiff's pleading obligation.

N. INJURIES

1. Direct consumer economic injury

167. Plaintiff paid Starbucks and received a diminished and defective customer service. The hand-drying method failed to provide sanitary drying at the represented or ordinary cycle, created an avoidable premises condition, and was worth less than a clean and functional customer restroom service.

168. The loss is particularized through identified purchases. It is not the generalized cost of a public-health concern. Plaintiff's money moved directly to Starbucks, and the transaction in which the deficient service was supplied was his own.

169. Under Cottrell, money already spent on an unusable portion of a purchased product is a "classic" financial injury even if small. 874 F.3d at 162-64. Under Huertas, a consumer plausibly alleges benefit-of-the-bargain injury where a defect present at purchase makes the product worth less or prevents expected performance. 120 F.4th at 1176-79.

2. Time and loss of use

170. A dryer represented or presented as rapid required Plaintiff either to leave with wet hands or spend approximately seventy to ninety seconds attempting to reach the relevant dryness thresholds, increasing exposure to the concurrent bacterial and fungal loads. The excess time was imposed by functional nonperformance and repeated across transactions.

171. Plaintiff also lost the use of the restroom service in its intended form. After discovering the condition, he stopped using the dryers and faced avoidance, wet hands, improvised drying, carrying towels, or exposure through pathways he could not control. That is the paid-for-but-unusable shape of injury recognized in Cottrell.

3. Physical contact and contamination exposure

172. Before he stopped using the devices as his personal drying method, and during the documented investigation of their operation, Plaintiff placed freshly washed, wet hands in dryer output carrying amplified culturable bacteria and fungi and remained in that output for times many multiples of the claimed cycle. Water and material contacted his hands, body, clothing, and the room around him.

173. Plaintiff pleads the physical contact and exposure as injury and as evidence of risk, breach, and the inadequacy of the service. He does not presently allege a specific diagnosed infection caused by Starbucks unless medical evidence supports that allegation.

174. Plaintiff also encountered a distinct employee-mediated exposure pathway after he stopped using the dryers himself. A posted employee-handwashing instruction in the Starbucks restroom required employees to dry their hands before returning to work, and Starbucks supplied the challenged machine as the available drying method. Plaintiff observed employees entering the restroom. He then heard the dryer in use many times during his visits to the store. He saw them return to the service line and return to work, subsequently handling purchases. He pleads the pathway and resulting risk by inference from the documented use cycle and product-handling sequence, not as laboratory proof that any identified item caused a diagnosed illness.

4. Reasonable notice and mitigation expenditures

175. Plaintiff incurred travel, lodging, transportation, copying, presentation, and related expenses in an effort to notify Starbucks and mitigate a condition encountered in Starbucks stores before filing suit. He possesses receipts for the Seattle trip and related efforts.

176. Plaintiff seeks recovery of those expenditures only to the extent Pennsylvania law treats them as reasonable, foreseeable mitigation or reliance losses rather than nonrecoverable litigation preparation.

5. Prospective injury, future patronage, and complete relief

177. Plaintiff remains a Starbucks customer and intends to continue purchasing from Starbucks both near his home and while traveling throughout Pennsylvania and the surrounding mid-Atlantic states. Less frequently the rest of the United States. He has historically patronized Starbucks locations in many places because Starbucks supplies a distinctive, substantially consistent coffeehouse experience he values and a cup of black coffee that he prefers to most other vendors. His future destinations and the particular Starbucks stores he will encounter cannot be predicted address by address. His general rule is “get coffee at the nearest Starbucks store” no matter where he is when it is time for coffee.
178. Plaintiff can stop placing his own hands beneath a dryer, and he has done so. He cannot, before or during each purchase, know whether a location uses electric-air dryers, whether employees used them before returning to food and beverage handling, or whether the same physical cycle affects the shared restroom and customer environment. Avoiding one named store or one restroom does not remove that exposure.
179. An order confined to stores already identified would not provide Plaintiff complete relief. It would correct the condition only when Plaintiff happened to stand at a previously named address while leaving him subject to the materially identical Starbucks-controlled condition at the next location he enters. The geographic scope of the remedy must therefore follow Plaintiff’s actual patronage and Starbucks’s demonstrated authority over the system, not only the addresses at which past evidence was collected.
180. The same dryers are repeatedly used by Starbucks employees and customers. Plaintiff does not invoke other persons’ injuries as a substitute for his own standing. Their continued exposure is nevertheless a direct and foreseeable consequence of denying

complete relief and part of the equitable comparison between the consequences of granting and refusing an injunction. Relief sufficient to protect Plaintiff throughout the Starbucks-controlled system will necessarily protect other persons subjected to the same system; that incidental effect does not convert this individual action into a class action.

181. The comparative burdens are radically unequal, and the availability of a proven alternative is what makes the requested relief modest rather than drastic. Granting relief would require Starbucks to discontinue one hand-drying method within locations it owns, operates, manages, or has contractual authority to control, and to provide in its place the familiar paper-towel method that Plaintiff's own testing establishes as effective: white paper towels performed as statistically indistinguishable from ambient air, dried hands by absorption rather than dispersal, and introduced none of the amplification, projection, or extended exposure the challenged dryers produce. The substitute requires no new technology, no capital invention, and no redesign; it is a common method many restrooms already stock and every customer already knows how to use. Refusing relief, by contrast, would permit the proved physical cycle to continue indefinitely against Plaintiff at the next Starbucks he patronizes, and against employees and customers whenever the systems are used. When the cost of prevention is a paper towel and the cost of inaction is the continued operation of a proven contamination cycle, the balance of equities is not close.

182. Plaintiff therefore seeks a permanent injunction requiring Starbucks to disable and remove electric-air hand dryers at the Starbucks corporate-operated locations within Plaintiff's documented patronage footprint - the locations he patronizes in Pennsylvania, Maryland, Virginia, New York, and the District of Columbia - over which Starbucks

possesses the operational or contractual authority necessary to control restroom sanitation equipment or employee hand-hygiene practices; and declaratory relief establishing the governing principle of Starbucks's duties more broadly, without extending injunctive relief beyond that documented footprint. Plaintiff also requests the broadest lesser relief the Court determines necessary to prevent recurrence to Plaintiff. Plaintiff does not ask the Court to design a hand dryer or to prohibit future technology regardless of performance. Reinstallation may be permitted only after fully public, independent validation of the complete use-stage cycle *in functioning restrooms* establishes that the method accomplishes the required drying and hygiene function without the material failures proved in this action.

V. LEGAL FRAMEWORK

A. STARBUCKS OWED AN INDEPENDENT TORT DUTY

183. Pennsylvania distinguishes duties imposed by the law of torts from duties created solely by contract. A negligence claim survives where the gravamen is breach of an independent social duty even though the parties also have a contract. *Bruno v. Erie Insurance Co.*, 630 Pa. 79, 112-15, 106 A.3d 48, 68-70 (2014).

184. The direct customer relationship did not replace Starbucks's premises duties. It created the setting in which those duties operated. Starbucks owed reasonable care because it possessed or controlled customer premises and supplied equipment for business invitees, not merely because a beverage receipt contained an express promise.

185. The economic-loss doctrine does not bar a negligence claim resting on an independent common-law duty merely because the resulting damage includes money. *Dittman v.*

UPMC, 649 Pa. 496, 530-33, 196 A.3d 1036, 1054-56 (2018). The exact damages recoverable under each theory remain distinct and will be pleaded and proved accordingly.

B. DUTY TO BUSINESS INVITEES

186. A possessor is liable for physical harm to invitees caused by a condition on the land when it knows or by reasonable care would discover the condition, should realize it involves an unreasonable risk, should expect invitees will not discover or protect themselves, and fails to exercise reasonable care. Carrender, 469 A.2d at 123; Restatement (Second) of Torts §343.
187. Pennsylvania describes the duty to a business invitee as the highest duty owed to an entrant, requiring reasonable care to protect against known dangers and those discoverable through reasonable inspection. Estate of Swift v. Northeastern Hospital of Philadelphia, 456 Pa. Super. 330, 337-38, 690 A.2d 719, 722-23 (1997).
188. The visible conditions were apparent to anyone, but their full significance was not. An ordinary customer could see wetness, and could see staining or growth near the dryer, yet had no way to know that these visible signs were the surface manifestation of a measured, systemic failure: microbial amplification by median factors of 50 to 110, residual moisture many times the certified threshold, and nonperformance in 100% of installations tested. Starbucks supplied the dryer without warning, branded and within a certified system, and a customer reasonably trusted it. The visible wetness disclosed that something was wrong; it did not disclose how wrong, or that the failure was universal and measured rather than incidental.

C. CREATION, RECURRENCE, AND NOTICE

189. A premises plaintiff establishes the possessor's liability by showing that the possessor created the condition, had actual notice of it, or had constructive notice of it. *Moultrey v. Great A&P Tea Co.*, 422 A.2d 593, 596-97 (Pa. Super. 1980). Plaintiff principally relies on the first two: Starbucks created the condition by selecting and installing the dispersal-type dryer as the ordinary completion of every handwash, and Starbucks had actual notice through the recurring, built-in character of the condition and through the direct notice Plaintiff provided. Plaintiff need not rely on the duration of any single deposit, because creation and recurrence each independently establish the possessor's liability.
190. Creation is alleged because Starbucks selected and continuously supplied the method whose ordinary operation projected water into the same receiving area. The allegation is not that Starbucks manufactured the internal motor; it is that Starbucks chose the method as the customer service and operated it on the premises.
191. Constructive notice is alleged because under-drying, water projection, staining, residue, and mold recurred at a fixed location accessible to Starbucks employees during routine inspections and cleaning. Actual notice is alleged through the named-manager presentation and reported escalation, the additional manager discussions, and repeated headquarters communications.
192. Where a condition frequently recurs, the law permits notice to be inferred from recurrence rather than requiring proof of the exact age of the final droplet or residue. *Moultrey*, 422 A.2d at 596-97 (where the owner knows the condition has frequently recurred, the jury may find actual notice from the recurrence, obviating separate proof of constructive notice); see also *McMillan v. Mountain Laurel Racing, Inc.*, 240 Pa. Super.

248, 367 A.2d 1106 (1976) (recurring accumulation of debris left uncleaned over the period the plaintiff was present supported a jury inference of notice, and nonsuit was reversed). The recurring-condition principle fits a machine whose ordinary cycle repeats the same deposition mechanism at every use.

D. UPSTREAM FAULT DOES NOT EXTINGUISH STARBUCKS'S DUTY

193. *Glass v. Freeman* recognizes a possessor's duty to supervise appliances and methods used by independent actors in activity connected with the business, and to protect invitees from foreseeable risks. 430 Pa. at 28-29, 240 A.2d at 829. Starbucks cannot discharge every downstream responsibility simply by pointing to the sophistication of a manufacturer or certifier.

194. *Powell* holds that an intervening act is not automatically a superseding cause and that causation ordinarily remains for the jury where the original negligence created or increased the foreseeable risk. 653 A.2d at 624-25. The upstream misinformation and Starbucks's downstream conduct can be concurrent substantial factors.

195. This allocation is fair to Starbucks. It permits Starbucks to show the information it received and to pursue the actors who supplied it. It also preserves the customer's right to proceed against the retailer and premises controller that directly supplied the condition.

E. NOTICE THROUGH CORPORATE AGENTS

196. A corporation can know and act only through human agents. Pennsylvania follows the settled rule that knowledge acquired by an agent acting within the real or apparent scope of authority may be imputed to the principal. *W.C.A.B. v. Evening Bulletin*, 445 A.2d at 1192; Restatement (Third) of Agency §5.03.

197. The rule is applied according to subject matter. The named store manager received a customer and premises presentation in his managerial role and stated that he transmitted it internally. Two additional store managers received verbal notice of the problem, one of them saw portions of the documentary and discussed it with Plaintiff. Headquarters personnel received repeated explanations while performing visitor, security, reception, and corporate-routing functions. Discovery will identify the recipients and scope of each role.

198. Even if Starbucks disputes imputation from one contact, the combined evidence is independently relevant to reasonable notice, inquiry notice, corporate routing, and punitive state of mind. Starbucks cannot convert its internal opacity into a pleading requirement that Plaintiff identify undisclosed recipients before discovery.

F. UTPCPL: DIRECT CONSUMER COMMERCE

199. The UTPCPL prohibits unfair or deceptive acts in “trade or commerce,” defined broadly to include advertising, offering, selling, or distributing goods or services. 73 P.S. §§201-2(3), 201-3. The statute is remedial and construed to effect consumer protection. *Danganan v. Guardian Protection Services*, 645 Pa. 181, 194-99, 179 A.3d 9, 17-20 (2018).

200. Starbucks directly sold Plaintiff consumer goods and services. This removes the certifier-reach question present in the separate certification litigation. Starbucks received Plaintiff’s money, admitted him as a customer, furnished the customer space, and supplied the restroom method at issue.

201. The catch-all provision reaches deceptive conduct according to its tendency or capacity to deceive, without a separate state-of-mind element. *Gregg v. Ameriprise Financial, Inc.*, 245 A.3d 637, 649-52 (Pa. 2021). A private plaintiff must still plead justifiable reliance and ascertainable loss.
202. Plaintiff pleads deceptive conduct in Starbucks's continued presentation of the dryer, without warning or paper-towel alternative, as suitable for completing handwashing after Starbucks received specific evidence to the contrary; and in Starbucks's objective public representations that customer spaces and restrooms are clean, safe, carefully designed, and consistently operated.
203. Reliance must connect the challenged conduct to purchase or another detrimental activity. *Toy v. Metropolitan Life Insurance Co.*, 593 Pa. 20, 47-52, 928 A.2d 186, 202-05 (2007); *Yocca v. Pittsburgh Steelers Sports, Inc.*, 578 Pa. 479, 501, 854 A.2d 425, 438 (2004). Plaintiff pleads that, before discovering the condition, he purchased and used Starbucks customer services, refrained from carrying towels or avoiding the system, and accepted the dryer as fit for ordinary handwashing because Starbucks supplied it without disclosure. Post-discovery purchases are not pleaded as renewed reliance on dryer safety.

G. PUNITIVE DAMAGES

204. Pennsylvania permits a plaintiff sounding in negligence to pursue punitive damages where the defendant subjectively appreciated the risk of harm and consciously disregarded it. *Hutchison ex rel. Hutchison v. Luddy*, 582 Pa. 114, 121-24, 870 A.2d 766, 770-72 (2005); *SHV Coal, Inc. v. Continental Grain Co.*, 526 Pa. 489, 493-94, 587 A.2d 702, 704 (1991). The Complaint accordingly separates pre-notice conduct from post-notice state of mind.

205. Plaintiff does not seek punitive damages merely because Starbucks initially trusted upstream actors. He seeks them, conditionally and subject to discovery, for continued supply after detailed notice, refusal or failure to route and investigate a serious warning, and omission of a simple interim safeguard if the evidence establishes conscious disregard.

206. *Brand Marketing Group LLC v. Intertek Testing Services, N.A., Inc.*, 801 F.3d 347, 360-63 (3d Cir. 2015), confirms that Pennsylvania punitive damages may be awarded without consummated bodily injury where the defendant subjectively appreciated and consciously disregarded a risk. That case involved a testing laboratory, not Starbucks; it is cited for the punitive standard and the principle that fortuity does not reward conscious disregard.

H. STANDING, RIPENESS, AND PROSPECTIVE RELIEF

207. Plaintiff is aggrieved and has a substantial, direct, and immediate interest in this action. His interest is substantial because it exceeds the common interest in obedience to law; direct because Starbucks's challenged transactions and supplied premises conditions caused the alleged losses and exposures; and immediate because the causal connection is neither remote nor speculative. See *Pennsylvania State Education Association v. Public School Employees' Retirement Board*, 311 A.3d 1017, 1028-34 (Pa. 2024).

208. Plaintiff's standing rests first on completed transactions and personal encounters. He paid Starbucks directly, used the customer services Starbucks supplied, alleges diminished or unusable value and other personal injury, and seeks relief capable of redressing those injuries. He does not sue merely as a member of the public seeking abstract compliance.

209. Prospective relief additionally requires a real, concrete, and adequately developed controversy concerning future encounters. Plaintiff remains a Starbucks customer, frequents Starbucks stores in his area, patronizes Starbucks while traveling, and intends to continue. The requested injunction is tied to his own continuing customer relationship and inability to avoid employee-mediated and premises exposure throughout the system, not to an abstract demand that Starbucks obey the law for the public at large.

210. Pennsylvania permits a permanent injunction when the plaintiff establishes a clear right to relief, an injury for which damages do not provide adequate redress, and that greater injury will result from refusing rather than granting relief. *Dovin v. Honey Brook Golf Club, L.P.*, 2024 PA Super 246, at 16-20; *PG Publishing Co. v. Pittsburgh Typographical Union #7*, 2024 PA Super 165, at 12-13; *Kuznik v. Westmoreland County Board of Commissioners*, 902 A.2d 476, 489 (Pa. 2006). Unlike preliminary relief, a final injunction does not require proof of an immediate emergency where it is necessary to prevent a continuing legal wrong without adequate redress at law. *Youst v. Keck's Food Service, Inc.*, 94 A.3d 1057, 1078-79 (Pa. Super. 2014).

211. A small award for a completed purchase cannot prevent the next employee drying cycle, the next product-handling pathway, or Plaintiff's next encounter with the same Starbucks-controlled condition. The modest value of any one transaction therefore does not make damages an adequate substitute for prospective relief.

212. Complete relief may benefit persons other than Plaintiff without converting the case into a representative action. Plaintiff's standing remains personal. But in comparing the injury caused by granting and refusing relief, equity need not pretend that leaving the same proved condition operating against Starbucks employees and customers produces no

consequence. The burden of replacing one drying method must be compared with the recurring exposure that refusal would knowingly preserve.

213. Pa.R.Civ.P. 1021(a) permits alternative and multiple forms of relief. The Pennsylvania Declaratory Judgments Act authorizes declarations of rights and necessary or proper supplemental relief and is cumulative and liberally administered. 42 Pa.C.S. §§ 7532, 7538, 7541. Plaintiff therefore requests relief tied to Plaintiff's documented patronage footprint-the Starbucks corporate-operated locations he patronizes in Pennsylvania, Maryland, Virginia, New York, and the District of Columbia-with declaratory relief establishing the governing principle more broadly, and the broadest lesser relief the Court determines necessary to provide Plaintiff complete protection from recurrence.

VI. COUNTS

COUNT I - DECLARATORY JUDGMENT UNDER 42 Pa.C.S. §§ 7531-7541

214. Plaintiff incorporates the preceding paragraphs as though fully set forth.

215. An actual controversy exists under the Pennsylvania Declaratory Judgments Act concerning Starbucks's duties to a paying customer regarding electric-air dryers Starbucks supplies as the completion of handwashing after receiving specific evidence of functional failure, microbial amplification, water dispersal, recurring premises effects, and an employee-use pathway preceding food and beverage handling.

216. Plaintiff seeks declarations that: (a) Starbucks owes reasonable customer and premises duties independent of upstream manufacturers and certifiers; (b) upstream reliance does not eliminate Starbucks's duty to inspect, warn, investigate, and respond after notice; (c) the hand-drying service supplied to Plaintiff materially failed the functional benchmarks

described in the Complaint; (d) continued operation of materially identical uncorrected systems presents a recurring condition affecting Plaintiff whenever he encounters those systems while patronizing Starbucks; and (e) address-specific correction cannot provide complete relief where Starbucks possesses authority to abate the same condition throughout the system Plaintiff continues to use.

217. Declaratory relief will clarify the parties' present relationship and guide prospective conduct. The declarations are directed to Starbucks's duties and control and do not adjudicate the rights of nonparty manufacturers, certifiers, licensees, or landlords beyond the extent of Starbucks's own authority.

WHEREFORE, under Count I, Plaintiff requests the declarations described above, appropriate supplemental and injunctive relief under 42 Pa.C.S. § 7538, costs, and such other relief as the Court deems just and proper.

COUNT II - NEGLIGENCE AND PREMISES LIABILITY

218. Plaintiff incorporates the preceding paragraphs as though fully set forth.

219. Starbucks owed Plaintiff duties arising independently under Pennsylvania tort and premises law, including duties to exercise reasonable care in selecting and supplying customer equipment; inspect customer restrooms and recurring conditions; supervise appliances and methods used in its business, including the employee hand-drying method preceding food and beverage handling; maintain the receiving area; investigate observable failure; warn of material risks not apparent to customers; provide a reasonable alternative; and act reasonably after actual notice.

220. Starbucks breached those duties by, among other conduct: selecting and retaining a dispersal-type dryer as the ordinary completion of handwashing; failing to identify obvious under-drying and water projection; failing to respond reasonably to recurring staining, residue, mold, or cleaning conditions; failing to test or investigate after detailed notice; continuing to supply the challenged dryer as the available hand-drying method used by employees before returning to food and beverage handling without a reasonable investigation or alternative; failing to warn; failing to provide white paper towels consistently; and continuing to supply the challenged method during timely transactions.
221. Starbucks knew or should have known of the condition through its creation and supply of the method, recurring visible premises evidence, inspection and cleaning access, the named-manager presentation and asserted escalation, the additional manager discussions, repeated headquarters contacts, and the scientific materials offered by Plaintiff.
222. Starbucks could and should have expected customers not to discover the invisible microbial load or protect themselves against a dryer supplied without warning as the completion of handwashing.
223. Starbucks's breaches were factual and proximate causes of Plaintiff's timely economic loss, time loss, loss of use, direct physical contact and exposure, employee-mediated exposure pathway, avoidance burden, and recoverable mitigation expenses. Upstream fault, if proved, was concurrent and does not eliminate Starbucks's substantial role.
224. To the extent discovery establishes that Starbucks subjectively appreciated the risk and consciously disregarded it after notice, Plaintiff seeks punitive damages under Hutchison and Pennsylvania law.

WHEREFORE, under Count II, Plaintiff requests judgment against Starbucks Corporation for compensatory damages, punitive damages if supported by discovery and proof, pre- and post-judgment interest, costs, and such other relief as the Court deems just and proper.

COUNT III - PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

225. Plaintiff incorporates the preceding paragraphs as though fully set forth.

226. Plaintiff purchased Starbucks goods and services primarily for personal, family, or household purposes. Starbucks engaged in trade or commerce within the meaning of 73 P.S. §201-2(3).

227. Starbucks engaged in affirmative deceptive conduct having the tendency or capacity to deceive. Starbucks affirmatively supplied and continued to present the dryer to Plaintiff as the ordinary and suitable means of completing handwashing, and affirmatively represented its customer spaces, restrooms, operating standards, and physical environment as clean, safe, carefully designed, and consistently cared for, while continuing the challenged system without warning or reasonable alternative. This is affirmative conduct capable of being interpreted in a misleading way, not mere silence. To the extent Starbucks additionally failed to disclose material known limitations after notice-that the method did not deliver useful rapid drying and created the measured premises condition-that nondisclosure is pleaded as a further, secondary component of the same deceptive course of conduct and not as the sole basis of the claim.

228. The conduct falls within the UTPCPL catch-all, 73 P.S. §201-2(4)(xxi), and, according to the facts developed, may also fall within provisions concerning characteristics,

benefits, uses, approval, certification, sponsorship, or quality that goods or services do not have. This Count identifies the subsections supported by Starbucks's own statements and the dryers at issue.

229. Under Gregg, Plaintiff need not prove Starbucks's state of mind for deceptive conduct, but he pleads justifiable reliance and causation. For transactions before he discovered the condition, Plaintiff relied on Starbucks's objective supply of the dryer without warning as fit for customer handwashing, its customer-environment representations, and its course of dealing by purchasing and using Starbucks services, refraining from carrying towels or avoiding the system, and accepting the integrated transaction. After discovery, Plaintiff stopped relying on the dryers as safe and stopped using them. His later patronage is not pleaded as reliance on dryer safety; it establishes continued customer status, post-notice conduct, pathways outside his control, and prospective injury under the theories to which those facts apply.

230. To whatever extent any part of Plaintiff's claim is construed as resting on nondisclosure, Starbucks's independent common-law duty as possessor and operator of its premises to exercise reasonable care toward its business invitees-including the duty to warn of non-obvious unreasonable risks the possessor knows or should know of-provides the independent legal duty that Plaintiff alleges satisfies the duty-to-disclose requirement for an omission-based catch-all claim. See *Halpern v. Ricoh U.S.A., Inc.*, No. 7 EAP 2024 (Pa. Mar. 31, 2026) (reaffirming *Romeo v. Pittsburgh Associates*, 787 A.2d 1027 (Pa. Super. 2001)). Unlike the possessor in *Romeo*, which owed no duty to warn of the obvious risk of foul balls, Starbucks owed and breached a premises duty to warn of a non-obvious unreasonable condition, so its silence is not legally meaningless.

231. As a direct result, Plaintiff suffered ascertainable loss of money or property, including payment for a customer service worth less than represented and the unusable or undelivered value of functional hand drying. The exact allocation and transaction schedule will be proved through Rewards records, bank statements, receipts, and the Exposure Matrix.

232. Plaintiff seeks actual damages, treble damages in the Court's discretion, reasonable attorney's fees and costs where available to a pro se or later represented plaintiff, and other relief authorized by 73 P.S. §201-9.2.

WHEREFORE, under Count III, Plaintiff requests actual damages, discretionary treble damages, costs and any attorney's fees authorized by 73 P.S. § 201-9.2, and such other relief as the Court deems just and proper.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

233. • Declare the parties' rights and Starbucks's duties as set forth in Count I;

234. • Enter declaratory relief establishing the governing principle of Starbucks's duties more broadly, without extending injunctive relief beyond Plaintiff's documented patronage footprint;

235. • Enter a permanent injunction requiring Starbucks Corporation to cease operating and to disable or remove electric-air hand dryers at the Starbucks corporate-operated locations within Plaintiff's documented patronage footprint-the locations he patronizes in Pennsylvania, Maryland, Virginia, New York, and the District of Columbia-that

Starbucks owns, operates, manages, or possesses contractual authority to control with respect to restroom sanitation equipment or employee hand-hygiene practices;

236. • Alternatively, grant the broadest lesser geographic and operational relief necessary to protect Plaintiff from recurrence wherever he continues to patronize Starbucks, including accurate warnings, an effective paper-towel alternative, preservation and independent testing of representative units, and reasonable corrective action based on the results;

237. • Order Starbucks to preserve relevant evidence, including visitor and security logs, surveillance retention records, internal communications, equipment specifications, maintenance and cleaning records, customer complaints, vendor communications, and records concerning Plaintiff's contacts;

238. • Award compensatory damages in an amount proved at trial for timely economic loss, time and loss-of-use injury, physical contact or bodily injury if established, and recoverable mitigation expenditures;

239. • Award actual and, where warranted, treble damages under the UTPCPL;

240. • Award punitive damages if discovery and proof establish Starbucks's subjective appreciation and conscious disregard after notice;

241. • Award pre- and post-judgment interest as permitted by law;

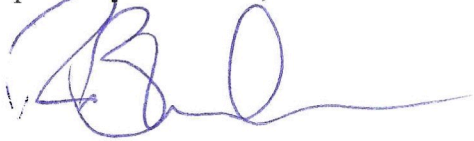
242. • Award costs and any fees authorized by statute; and

243. • Grant such other relief as the Court deems just and proper.

VIII. JURY TRIAL DEMAND

244. Plaintiff demands trial by jury on every issue so triable.

Respectfully submitted,



RONALD A. BLOUCH JR., Pro Se

107 E. Locust Street

Mechanicsburg, PA 17055

717-319-2550

rjbr05@gmail.com

Date: 9/2/26

VERIFICATION

I, Ronald A. Blouch Jr., state that I am the Plaintiff in the foregoing matter and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I further understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9/2/26



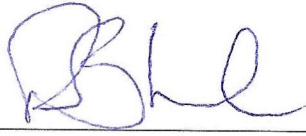
Ronald A. Blouch Jr., Plaintiff

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Date: _____

9/2/26

A handwritten signature in blue ink, appearing to read 'RBL', is written over a horizontal line.

Ronald A. Blouch Jr., Plaintiff

APPENDIX A

EXHIBIT LIST

Exhibits are lettered A through PP and organized to follow the structure of the Complaint.

Exhibits A through K are research journal preprints, self-authenticating by digital object identifier. The complete evidentiary record is identified here; individual exhibits are attached or produced as the Court directs.

GROUP 1 - THE PUBLISHED SCIENCE

Exhibit A Transmission of Bacteria and Fungus via Dyson and Xlerator Hand Dryers (DOI 10.5281/zenodo.15504115).

Exhibit B Testing the Validity of Hand Dryer Drying Time Specifications (DOI 10.5281/zenodo.15503698).

Exhibit C Visual Analysis of Water Dispersion Patterns (DOI 10.5281/zenodo.15503304).

Exhibit D Bacterial and Fungal Contamination Assessment of Paper Towel Types (DOI 10.5281/zenodo.15504144).

Exhibit E Systematic Performance Failure in Commercial Hand Dryers (DOI 10.5281/zenodo.17858443).

Exhibit F Baseline Water Mass on Freshly Washed Hands (DOI 10.5281/zenodo.17858834).

Exhibit G An Empirical Refutation of Green Energy Claims (DOI 10.5281/zenodo.17859198).

Exhibit H Catastrophic Time-To-Dry Failures via Bi-Modal Mechanism (DOI 10.5281/zenodo.17869567).

Exhibit I Validation of Hand Dryer Microbial Amplification (DOI 10.5281/zenodo.17859894).

Exhibit J The Wandering Plume of Filth (DOI 10.5281/zenodo.17860971).

Exhibit K Performance Failures in Commercial Hand Dryers: Historical Synthesis and Sequential Summary Review (DOI 10.5281/zenodo.18322481).

GROUP 2 - DIRECT PHYSICAL EVIDENCE OF THE CONDITION

Exhibit L Hayes Microbial Consulting Report (EPA Laboratory ID VA01419) - independent third-party laboratory testing.

Exhibit M Hand Dryer Plume of Filth Images.

Exhibit N Hand Dryer Mold Images with Corroborating Petri Dish Images.

Exhibit O 136 Ambient Room Air Petri Dish Images.

Exhibit P 60 Hand Dryer Output Air Jet Petri Dish Images.

Exhibit Q 28 Brown Paper Towel Petri Dish Images.

Exhibit R 47 White Paper Towel Petri Dish Images.

Exhibit S Comprehensive All-Trials Time-To-Dry Data Graph (462 trials).

Exhibit T Complete Data File Index.

Exhibit U Testing-Count Validation Documents.

GROUP 3 - DEPLOYMENT

Exhibit V Starbucks-branded hand-dryer signage (energy/hygiene rationale).

Exhibit W Starbucks dryer and store photographs (dated and geolocated where available).

Exhibit X Starbucks public materials (2022 "safe, welcoming" statements; store-design capacity).

GROUP 4 - NOTICE

Exhibit Y Named-manager communications and non-disclosure agreement (6455 Carlisle Pike, March 16, 2025).

Exhibit Z Starbucks Customer Care email correspondence (April 1–3, 2025) - Plaintiff's written notice of the hazard, Starbucks's acknowledgment and documentation of the concern (case nos. CS13280414, CS13283353), and Starbucks's declination to meet.

Exhibit AA Records of Plaintiff's travel to Starbucks headquarters, Seattle (March 30–April 4, 2025) - airline itinerary, hotel folios, rental-car and parking receipts, and photographs establishing Plaintiff's presence.

Exhibit BB Plaintiff's written notice to named Starbucks officers - letter and stamped, addressed envelopes to Marianne Duong and Jaime Riley (Global Communications, Starbucks Corporation), mailed by Plaintiff from the U.S. Post Office at 2420 4th Ave S, Seattle, WA 98134, on April 4, 2025.

Exhibit CC Trip timeline - a one-page chronology of Plaintiff's travel to and contacts at Starbucks headquarters, Seattle (March 30–April 4, 2025), drawn from and cross-referenced to Exhibits AA and BB.

GROUP 5 - PLAINTIFF'S EXPOSURE

Exhibit DD Starbucks Deployment and Exposure Matrix (Plaintiff's tested locations by jurisdiction: PA, MD, VA, NY, DC).

Exhibit EE Evidence of Consumer Exposure - Starbucks Rewards history and M&T Bank statements documenting Plaintiff's repeated patronage and exposure, and his continued post-notice transactions.

Exhibit EEa Analysis of Documented Starbucks Patronage - transaction-level analysis of the Exhibit EE records, converting documented Starbucks expenditures to a conservative floor on coffee purchases and itemizing Plaintiff's 2025 in-store visits.

GROUP 6 - UPSTREAM CONTEXT

Exhibit FF UL Product Category Rule for Hand Dryers (July 13, 2016).

Exhibit GG NSF Protocol P335 (April 2007).

Exhibit HH Smart EPD Certificate (XLERATOR).

Exhibit II SGS Performance Test Report No. 2774929EFF-001 (Sept. 7, 2012).

Exhibit JJ UL Environment EPD - XLERATOR (July 25, 2017).

Exhibit KK NSF P335 Dyson Certified Live Listing (Dec. 31, 2025).

Exhibit LL False Advertising Claims Analysis - Dyson.

Exhibit MM False Advertising Claims Analysis - Excel.

Exhibit NN False Claims Supporting Screenshots and Document Images.

Exhibit OO Comprehensive Hand Washing and Hand Drying Efficacy Studies (literature synthesis).

Exhibit PP Comprehensive Functioning Hand Dryer Output Air Studies (literature synthesis).

Exhibit QQ Aerosolization comparison video paper towels and hand dryers

APPENDIX B

TABLE OF AUTHORITIES

CASES

- Bruno v. Erie Insurance Co., 630 Pa. 79, 106 A.3d 48 (2014).
- Carrender v. Fitterer, 503 Pa. 178, 469 A.2d 120 (1983).
- Commonwealth v. Monumental Properties, Inc., 459 Pa. 450, 329 A.2d 812 (1974).
- Danganan v. Guardian Protection Services, 645 Pa. 181, 179 A.3d 9 (2018).
- Dittman v. UPMC, 649 Pa. 496, 196 A.3d 1036 (2018).
- Dovin v. Honey Brook Golf Club, L.P., 2024 PA Super 246 (Pa. Super. 2024).
- Estate of Swift v. Northeastern Hospital of Philadelphia, 456 Pa. Super. 330, 690 A.2d 719 (1997).
- Glass v. Freeman, 430 Pa. 21, 240 A.2d 825 (1968).
- Gregg v. Ameriprise Financial, Inc., 245 A.3d 637 (Pa. 2021).
- Halpern v. Ricoh U.S.A., Inc., No. 7 EAP 2024 (Pa. Mar. 31, 2026).
- Hutchison v. Luddy, 582 Pa. 114, 870 A.2d 766 (2005).
- Kuznik v. Westmoreland County Board of Commissioners, 902 A.2d 476 (Pa. 2006).
- McMillan v. Mountain Laurel Racing, Inc., 240 Pa. Super. 248, 367 A.2d 1106 (1976).
- Moultrey v. Great A&P Tea Co., 281 Pa. Super. 525, 422 A.2d 593 (1980).
- PG Publishing Co. v. Pittsburgh Typographical Union #7, 2024 PA Super 165 (Pa. Super. 2024).
- Powell v. Drumheller, 539 Pa. 484, 653 A.2d 619 (1995).
- Romeo v. Pittsburgh Associates, 787 A.2d 1027 (Pa. Super. 2001).

SHV Coal, Inc. v. Continental Grain Co., 526 Pa. 489, 587 A.2d 702 (1991).

Toy v. Metropolitan Life Insurance Co., 593 Pa. 20, 928 A.2d 186 (2007).

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Yocca v. Pittsburgh Steelers Sports, Inc., 578 Pa. 479, 854 A.2d 425 (2004).

Youst v. Keck's Food Service, Inc., 94 A.3d 1057 (Pa. Super. 2014).

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Czyzewski v. Jevic Holding Corp., 580 U.S. 451 (2017).

Huertas v. Bayer US LLC, 120 F.4th 1169 (3d Cir. 2024).

STATUTES

Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 to 201-9.3.

Pennsylvania Declaratory Judgments Act, 42 Pa.C.S. §§ 7531–7541.

RULES

Pa.R.Civ.P. 1020(c) (joinder of causes of action).

Pa.R.Civ.P. 1021 (claims for relief; arbitration referral).

Pa.R.Civ.P. 2179 (venue of actions against corporations).

SECONDARY AUTHORITIES

Restatement (Second) of Torts § 343 (dangerous conditions known to or discoverable by
possessor).

Restatement (Second) of Torts § 344 (business premises open to public).

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END OF COMPLAINT