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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 JOHN MICHAEL TAFERNER, an
13 individual; ITZEL DIAZ, an individual;
14 and ROES 1-50; on behalf of
15 themselves and all others similarly
16 situated,

17 Plaintiff(s),

18 vs.

19 INSPIRE BRANDS, INC., a Delaware
20 corporation; VALE MERGER SUB,
21 INC., a Delaware corporation;
22 DUNKIN' BRANDS GROUP, INC., a
23 Delaware corporation; DUNKIN'
24 DONUTS FRANCHISING LLC, a
25 Delaware limited liability company; and
26 DOES 1-10,

27 Defendant(s).

Case No.:

CLASS ACTION COMPLAINT

1. **Violations of California Business & Professions Code § 17200, et seq.;**
2. **Violations of California Business & Professions Code § 17500, et seq.;**
3. **Breach of Express Warranty; Breach of Contract;**
4. **Fraudulent Concealment;**
5. **Negligent Misrepresentation;**
6. **Intentional Misrepresentation; and**
7. **Unjust Enrichment**

[DEMAND FOR JURY TRIAL]

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18 FIRST CAUSE OF ACTION: (Violation of Business & Professions Code § 17200

19 *et seq.*) (On Behalf of the California Subclass) 21

20 SECOND CAUSE OF ACTION (Violation of Business & Professions Code §

21 17500 *et seq.*) (On Behalf of the California Subclass) 24

22 THIRD CAUSE OF ACTION: (Breach of Express Warranty; Breach of Contract;

23 Promissory Estoppel);

24 (On Behalf of General Class) 26

25 FOURTH CAUSE OF ACTION: (Fraudulent Concealment);

26 (On Behalf of General Class) 27

27 FIFTH CAUSE OF ACTION: (Negligent Misrepresentation);

28 (On Behalf of General Class) 28

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SIXTH CAUSE OF ACTION: (Intentional Misrepresentation);
(On Behalf of General Class) 29

SEVENTH CAUSE OF ACTION: (Unjust Enrichment);
(On Behalf of the General Class) 30

VI. REQUESTED RELIEF 31

VII. DEMAND FOR JURY TRIAL..... 32

LIST OF ATTACHMENTS & EXHIBITS..... 33

1 Plaintiffs JOHN MICHAEL TAFERNER, an individual, and ITZEL DIAZ, an
2 individual, ROES 1-50, and all others similarly situated (collectively, “**Plaintiffs**”),
3 allege the following upon information and belief, based on personal knowledge, by
4 and through their undersigned counsel:

5 **I. CLASS ACTION COMPLAINT**

6 1. Plaintiffs bring this action against Defendants INSPIRE BRANDS,
7 INC., a Delaware corporation, VALE MERGER SUB, INC., a Delaware corporation,
8 DUNKIN’ BRANDS GROUP, INC., a Delaware corporation, DUNKIN’ DONUTS
9 FRANCHISING LLC, a Delaware limited liability company, and DOES 1-10
10 (collectively, “**Defendants**”), on behalf of themselves and all others similarly
11 situated, who were charged a dine-in fee or other hidden fee at various Dunkin’®
12 restaurants (formerly known as Dunkin’ Donuts®) (collectively, “**Dunkin’** ®”), a
13 brand owned, managed, and licensed by Defendants.

14 2. Plaintiffs assert they were unknowingly charged a dine-in fee or other
15 junk fee by Defendants at its Dunkin’® branded locations. Plaintiffs assert, based on
16 information and belief, that Defendants never disclosed the existence of a dine-in fee
17 or other hidden fee at its Dunkin’® branded locations, whether verbally or in writing,
18 at any time prior to each Plaintiff paying for their order.

19 3. Plaintiffs assert, based on information and belief, that Defendants only
20 disclose the existence of a dine-in fee or other hidden fee on its receipt after each
21 Plaintiff remitted payment at its Dunkin’® branded locations.

22 4. In the event Defendants properly informed Plaintiffs and members of the
23 Class that a dine-in fee or other hidden fee would apply to their orders, one or more
24 Plaintiffs or members of the Class would not have paid for their order, or would have
25 elected carry out, without the addition of the hidden fee.

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1 **II. THE PARTIES**

2 **A. Plaintiffs**

3 5. Plaintiff JOHN MICHAEL TAFERNER (“Taferner”) resides in Los
4 Angeles County, California, and goes to the Dunkin’® located at 27125 Sierra
5 Highway, Santa Clarita, CA. 91351.

6 6. Plaintiff ITZEL DIAZ (“Diaz”) resides in Los Angeles County,
7 California, and frequently purchases breakfast at Dunkin’® located at 4920 Balboa
8 Blvd., Encino, CA. 91316.

9 7. Plaintiffs are unaware of the names of Plaintiffs identified herein as
10 ROES 1-50, inclusive, and therefore bring this action on their own behalf by those
11 fictitious names. Plaintiffs are informed and believe, and thereon allege, that ROES
12 1-50, like the named Plaintiffs, have been harmed by Defendants, with claims that are
13 typical of the named Plaintiffs and common questions of law and fact predominate
14 over individual issues. Plaintiffs will seek leave of the Court to amend this Complaint
15 to allege the true names and capacities of ROES 1-50, once their identities are
16 ascertained.

17 **B. Defendants**

18 8. Defendant INSPIRE BRANDS, INC., is a Delaware corporation, with its
19 headquarters and principal place of business located in Atlanta, Georgia, and is
20 alleged, by information and belief, to be the owner of the Dunkin’® brand and all of
21 its applicable franchisee operations by and through one or more of the other named
22 Defendants.

23 9. Defendant VALE MERGER SUB, INC., is a Delaware corporation, and
24 a wholly owned subsidiary of Defendant INSPIRE BRANDS, INC., formed for the
25 purpose of a reverse merger acquisition of DUNKIN’ BRANDS GROUP, INC., a
26 Delaware corporation, the former owner of the Dunkin’® brand.

1 10. Defendant DUNKIN' BRANDS GROUP, INC., is a Delaware
2 corporation, which Plaintiffs allege that as of December 15, 2020, no longer operates
3 as a separate entity after Defendant INSPIRE BRANDS, INC. acquired the
4 organization, by and through its wholly owned subsidiary, Defendant VALE
5 MERGER SUB, INC.

6 11. Defendant DUNKIN' DONUTS FRANCHISING LLC, is a Delaware
7 limited liability company, with its principal place of business located in Canton,
8 Massachusetts, and is alleged to be the current licensor and franchisor of all
9 Dunkin'® locations.

10 12. Plaintiffs are unaware of the names of Defendants identified herein as
11 DOES 1-10, inclusive, and therefore sue them by those fictitious names. Plaintiffs are
12 informed and believe, and thereon allege, that Defendants sued herein as DOES 1-10
13 are responsible in some manner for the practices, acts, conduct, and occurrences
14 alleged herein, as either actual perpetrators or co-conspirators, aiders and abettors,
15 officers, directors, and/or managing agents with the knowledge, control, authority,
16 direction, and/or ratification of the other Defendants, and each of them. Plaintiffs will
17 seek leave of Court to amend this Complaint to allege the true names and capacities
18 of the DOE Defendants, and the roles they played, once their identities and/or manner
19 of participation in the wrongful conduct herein described is ascertained.

20 **C. Alter Ego Allegations**

21 13. At all relevant times, as alleged more fully herein, each Defendant acted
22 as an agent, servant, employee, co-conspirator, alter-ego and/or joint venturer of the
23 other Defendants, and in doing the things alleged herein acted within the course and
24 scope of such agency, employment, alter-ego and/or in furtherance of the joint
25 venture. Each Defendant's acts or omissions alleged herein was done with the
26 permission and consent of each of the other Defendants.

1 14. At all times relevant hereto, Plaintiffs allege each named Defendant is
2 the alter ego of Defendant INSPIRE BRANDS, INC., and there exists, and at all
3 times herein mentioned has existed, a unity of interest and ownership between
4 Defendants such that any separateness between them has ceased to exist in that
5 INSPIRE BRANDS, INC., completely controlled, dominated, managed, and operated
6 the other Defendants to suit its convenience.

7 15. Specifically, at all times relevant hereto, Plaintiffs allege INSPIRE
8 BRANDS, INC., (1) controlled the business and affairs of all other named
9 Defendants, including any and all of their affiliates; (2) commingled the funds and
10 assets of the corporate entities, and diverted corporate funds and assets for its own
11 personal use; (3) disregarded legal formalities and failed to maintain arm's length
12 relationships among the corporate entities; (4) uses the same office or business
13 location and employed the same employees for all the corporate entities; (5) holds
14 itself out as personally liable for the debts of the corporate entities; (6) used the
15 corporate entities as a mere shells, instrumentalities or conduits for its individual
16 businesses; (7) used the corporate entities to procure labor, services or merchandise
17 for another person or entities; (8) manipulated the assets and liabilities between the
18 corporate entities so as to concentrate the assets in one and the liabilities in another;
19 (9) used corporate entities to conceal their ownership, management and financial
20 interests and/or personal business activities; and/or (10) used the corporate entities to
21 shield against personal obligations, and in particular the obligations as alleged in this
22 Complaint.

23 16. At all times relevant thereto, each named Defendant were not only
24 influenced and governed by INSPIRE BRANDS, INC., but there was such a unity of
25 interest and ownership that the individuality, or separateness, of all other Defendants
26 has ceased, and that the facts are such that an adherence to the fiction of the separate
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1 existence of these entities would, under the particular circumstances, sanction a fraud
2 or promote injustice.

3 **D. Vicarious Liability for Acts of Franchisees**

4 17. The named Defendants are vicariously liable for the acts and omissions
5 of its Dunkin'® franchisee owners and operators, as Plaintiffs allege that Defendants
6 retained significant control over each applicable franchisee's operations. This control
7 includes, but is not limited to, use of point-of-sale systems and software, mandating
8 adherence to standardized menus, recipes, and procedures; dictating employee
9 training and uniforms; regulating restaurant design and layout; and engaging in
10 extensive marketing and advertising campaigns that create a uniform brand identity.
11 This level of control creates an agency relationship between Defendants and its
12 franchisees, rendering Defendants' responsible for the franchisees' actions under the
13 legal doctrine of respondent superior. The Dunkin'® franchisees' conduct in
14 question, therefore, is directly attributable to Defendants, and Defendants should be
15 held accountable for any resulting harm to the Plaintiffs and the Class.

16 **E. Agency Liability For Acts Of Franchisees**

17 18. Defendants' liability for the actions of its franchisees encompasses direct
18 liability under principles of agency law.

19 19. **Agency by Agreement (express and implied):** Defendants and its
20 Dunkin'® franchisees are engaged in an actual agency relationship. The franchise
21 agreement creates a principal-agent dynamic, where Defendants, as the principal,
22 delegates the operation of its restaurants to the Dunkin'® franchisees, as its agents.
23 Defendants exercise significant control over its franchisees, dictating not only the
24 "what" of their operations but also the "how." This includes details like its menu
25 board advertisements, employee training, customer interaction, its computer systems,
26 its point-of-sale operating systems, and its marketing and advertising campaigns.
27 Such comprehensive control creates an actual agency relationship, where the
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1 franchisee acts as Defendants' agent, carrying out Defendants' business under its
2 direction and for its benefit. Defendants are, therefore, directly liable for any torts or
3 contractual breaches committed by its franchisees within the scope of this agency
4 relationship. Additionally, the parties' course of dealing, including regular
5 communication, oversight, and direction from Defendants to its franchisees,
6 establishes an implied agency relationship.

7 **20. Agency by Ratification:** Defendants ratified the actions of its
8 franchisees by accepting the benefits of their conduct. Defendants directly benefited
9 from the sales and profits generated by the Dunkin'® franchisees as detailed in this
10 Complaint.

11 **21. Agency by Estoppel:** Defendants created an agency relationship by
12 estoppel through its representations and conduct. Defendants held out its franchisees
13 as its agents through its marketing and advertising materials, signage, and website,
14 leading the public to reasonably believe that the franchisees were acting on behalf of
15 Defendants as alleged herein. This reliance by the public created an agency
16 relationship by estoppel, rendering Defendants liable for the acts and omissions of its
17 franchisees.

18 **22. Actual Authority (express and implied):** At all relevant times,
19 Plaintiffs allege that Defendants provided the factual authority, both express and
20 implied, to the applicable franchisee operators, to advertise, market, and solicit for
21 sale the matters in dispute in this Complaint causing harm to the Plaintiffs. This
22 authority is manifested in the detailed operational manuals, marketing and advertising
23 campaigns, stringent quality control standards, mandatory training programs, and
24 regular inspections that Defendants impose on its franchisees. These mechanisms
25 demonstrate an express grant of authority, explicitly delineating the parameters
26 within which Dunkin'® franchisees must operate. Moreover, the franchise agreement
27 itself, coupled with the ongoing supervision and support provided by Defendants,
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1 creates an implied authority, where franchisees reasonably believe they are acting in
2 accordance with Defendants wishes and expectations.

3 23. **Apparent Authority:** Furthermore, Defendants, through its extensive
4 advertising, uniform branding, use of point-of-sale systems and software, and
5 centralized marketing efforts, creates an apparent authority, leading consumers to
6 reasonably believe that all Dunkin'® restaurants, whether corporate-owned or
7 franchised, adhere to the same standards of quality and service. This carefully
8 cultivated image fosters a reliance on Defendants' reputation, thereby establishing an
9 estoppel, preventing Defendants from disavowing responsibility for the actions of its
10 Dunkin'® franchisees. Consumers, having been induced to patronize Dunkin'®
11 based on this representation, are entitled to hold Defendants accountable for these
12 standards, regardless of whether the restaurant is directly owned or operated by a
13 Dunkin'® franchisee.

14 **F. Incorporation of Attachments & Exhibits**

15 24. Each of the supplements, attachments, declarations, exhibits, pictures or
16 other supplements referenced in this Amended Complaint and attached hereto shall
17 be incorporated by reference as if fully set forth herein at length and in detail.

18 **III. JURISDICTION AND VENUE**

19 25. **Original Jurisdiction:** This Court has original diversity jurisdiction over
20 this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) ("CAFA").
21 Plaintiffs have availed themselves of the laws of the State of California. Defendants
22 INSPIRE BRANDS, INC., VALE MERGER SUB, INC., DUNKIN' BRANDS
23 GROUP, INC., and DUNKIN' DONUTS FRANCHISING LLC, are each formed in
24 Delaware, with the principal place of business of INSPIRE BRANDS, INC., located
25 in Atlanta, Georgia, and DUNKIN' DONUTS FRANCHISING LLC located in
26 Canton, Massachusetts. The matter in controversy exceeds the sum or value of
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1 \$5,000,000, exclusive of interest and costs, and this is a class action in which the
2 number of members of the proposed class is not less than 100.

3 26. Diversity Jurisdiction: In addition, this Court has diversity jurisdiction
4 over each Plaintiff's state law claims pursuant to 28 U.S.C. § 1332(a). The matter in
5 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and
6 each Plaintiff of the proposed class is domiciled in a state different from the state in
7 which Defendants are a citizen.

8 27. Venue: Venue is proper pursuant to 28 U.S.C. § 1391 in that (i) each
9 Plaintiff resides in this judicial district; (ii) a substantial part of the events or
10 omissions giving rise to each Plaintiffs' claims occurred in this judicial district; (iii)
11 one or more Defendants reside in this judicial district for purposes of § 1391; and (iv)
12 one or more Defendants have used the laws within, and have done substantial
13 business in this judicial district by promoting, marketing, distributing, and selling the
14 products at issue in this action, and there is personal jurisdiction over Defendants in
15 this judicial district.

16 **IV. FACTUAL ALLEGATIONS**

17 **A. Summary of Facts**

18 28. This is a class action against Defendants for unfair and deceptive trade
19 practices concerning the addition of undisclosed junk fees that are tacked onto
20 consumer's bill immediately prior to payment.

21 29. Plaintiffs, on behalf of themselves and all others similarly situated,
22 allege Defendants' order processing flow and pricing strategy fails to put a reasonable
23 person on notice of a dine-in fee or other hidden fee at its Dunkin'® locations,
24 because (i) the Defendants failed to disclose to Plaintiffs or members of the Class,
25 whether verbally or in writing, that a dine-in fee or other hidden fee applied to their
26 applicable order prior to each such Plaintiff remitting payment, (ii) Defendants'
27 menu-boards fail to disclose the existence of a dine-in fee or other junk fee applying
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1 to purchases, (iii) Defendants are alleged to have improperly trained its fast-foot
2 servers to neglect to disclose a dine-in fee or other hidden fee to Plaintiffs prior to
3 each such Plaintiff paying for their order, and (iv) the only time Defendants disclose
4 the existence of a dine-in fee or other junk fee in writing, is on the receipt after
5 payment is made.

6 30. While Defendants advertise items on its menu boards at a fixed price,
7 Defendants deceptively charged a dine-in fee or other junk fee on top of the offering,
8 without disclosing the existence of the surcharge.

9 31. Plaintiffs allege that Defendants, through a nationwide corporate policy
10 enforced on its Dunkin'® franchisees, intentionally deceived consumers about a dine-
11 in fee or other junk fee, as evidenced by the consistent experience of Plaintiffs.

12 **B. Plaintiff John Michael Taferner**

13 32. Around November to December 2023, Plaintiff Taferner went into the
14 Dunkin'® located at 27125 Sierra Highway, Santa Clarita, CA. 91351. (Declaration
15 of John Michael Taferner, at ¶2, attached hereto as Exhibit 1).

16 33. Plaintiff Taferner always goes inside the store to place his order.
17 (Declaration of John Michael Taferner, at ¶3).

18 34. On this occasion, Plaintiff Taferner ordered a medium coffee, that was
19 advertised at a fixed price, but as he proceeded to leave the restaurant, Plaintiff
20 Taferner compared it to the receipt and saw approximately \$0.50 cents added to the
21 advertised cost of the coffee as a dine-in fee or other junk fee. (Declaration of John
22 Michael Taferner, at ¶¶ 2, 4).

23 35. At no time did the cashier mention that there was an added fee for
24 ordering items inside the restaurant, and Plaintiff Taferner did not see any disclosure
25 about there being an additional fee for ordering an item inside the store. (Declaration
26 of John Michael Taferner, at ¶ 5).

1 36. Plaintiff Taferner was a bit surprised, because the items on the menu
2 board are offered at a fixed price, and was he was frankly extremely disappointed and
3 frustrated because it is a hidden fee that was never disclosed to him. (Declaration of
4 John Michael Taferner, at ¶ 6).

5 37. By adding a dining fee or other hidden fee, Plaintiff Taferner expressed
6 he feels cheated and deceived by Defendants, and desires for this bad business
7 practice to immediately end. (Declaration of John Michael Taferner, at ¶ 7).

8 38. Plaintiff Taferner expressed that Defendants need to be transparent and
9 to fully inform the public that an additional charge applies for ordering items inside
10 the store. (Declaration of John Michael Taferner, at ¶ 8).

11 **C. Plaintiff Itzel Diaz**

12 39. As evidenced by Plaintiff Diaz's statement under penalty of perjury on
13 January 24, 2024, Plaintiff Diaz expressed she frequents Dunkin'® located at 4920
14 Balboa Blvd., Encino, CA. 91316, around two times per month over the past few
15 years. (Declaration of Itzel Diaz, at ¶ 2, attached hereto as Exhibit 2).

16 40. Plaintiff Diaz typically goes inside the store and places her order.
17 (Declaration of Itzel Diaz, at ¶ 3).

18 41. Plaintiff Diaz usually orders a breakfast sandwich, hash brown, and a
19 coffee, and typically either eats her food there or orders carry out. (Declaration of
20 Itzel Diaz, at ¶¶ 3, 4).

21 42. In or around December 2023, Plaintiff Diaz looked at her receipt and
22 noticed there was a dine-in fee surcharge or other hidden fee on the receipt, which she
23 was surprised to see. (Declaration of Itzel Diaz, at ¶ 5).

24 43. Based on her recollection, the fee was less than a dollar, and it was only
25 charged when she would eat her order at this Dunkin'® location. (Declaration of Itzel
26 Diaz, at ¶ 6).

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1 44. Plaintiff Diaz expressed that she only became aware of the fee after
2 paying for her order, and seeing the fee on her receipt. (Declaration of Itzel Diaz, at ¶
3 7).

4 45. No one at this location informed her about the dine-in fee or other junk
5 fee, and she wasn't aware or made aware of any disclosure concerning the added fee.
6 (Declaration of Itzel Diaz, at ¶ 8).

7 46. Plaintiff Diaz expressed that she believes other customers have been
8 unfairly charged this fee, without knowing about it. (Declaration of Itzel Diaz, at ¶ 9).

9 47. Plaintiff Diaz expressed that she wants Defendants to do the right thing
10 and remove the dine-in fee or other junk fee, disclose it before charging the fee, or at
11 least let customers know about their options before Defendants simply add on the fee
12 – simply put, to be transparent. (Declaration of Itzel Diaz, at ¶ 10).

13 **D. General Allegations**

14 48. Plaintiffs, by and through the undersigned counsel, make the following
15 allegations, based on information and belief.

16 49. In the fast-food context, where speed is prioritized, visual cues strongly
17 influence consumer decisions, and expecting customers to inquire as to whether junk
18 fees apply to their order is simply unreasonable.

19 50. This deceptive conduct is especially harmful for a key demographic:
20 low-income wage earners, including a substantial subset of immigrants with limited
21 English proficiency, who depend heavily on visual aids and properly trained
22 employees.

23 51. Defendants' reliance on the fee being nominal or inconsequential is
24 misplaced, because surreptitiously adding fees on top of already advertised pricing
25 without full and fair disclosure, would be tantamount to the permissibility of any
26 business to fraudulently charge fees without the knowledge of the consumer.
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1 52. Plaintiffs allege that Defendants made a calculated decision to prioritize
2 a sleek and minimalist aesthetic in its marketing, deliberately sacrificing
3 comprehensive consumer disclosure for visual appeal. This practice diverges sharply
4 from industry norms, where other fast-food establishments provide more complete
5 disclosures to ensure consumers are fully informed. Defendants were aware of the
6 risks inherent in this strategy and willingly accepts them to achieve its marketing and
7 financial objectives.

8 53. Further, Plaintiffs allege, based on information and belief, that
9 Defendants' charging of dine-in fees or other hidden fees were in response to
10 anticipated shortfalls in revenue by the onset of COVID-19, with such deceptive
11 practice continuing throughout the entire term of COVID-19, until such time as
12 businesses were no longer restricted by COVID-19 restrictions.

13 54. Plaintiffs further allege, based on information and belief, that Defendants
14 do not properly inform consumers that a dine-in fee or other hidden fee would apply
15 to their order, and otherwise give Plaintiffs and members of the Class, an opportunity
16 not to pay the junk fee or elect carry-out as an alternative, without the addition of the
17 dine-in fee or other junk fee.

18 55. Plaintiffs further allege, based on information and belief, that Defendants
19 have fail to properly train its staff and employees, to properly inform consumers
20 about the existence of the dine-in fee or other junk fees, prior to charging consumers
21 the hidden fee.

22 **E. Investigation by Class Counsel**

23 56. In an attempt to verify the allegations in bringing this Complaint, in
24 January and February of 2024, Plaintiffs' counsel investigated the merits of Plaintiffs'
25 allegations by visiting various Dunkin'® establishments. As a part of the
26 investigation, Plaintiffs' counsel visited various Dunkin'® establishments and did not
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1 see any disclosure concerning the applicability of a dine-in fee, junk fee or other
2 hidden fees on its menu boards.

3 57. Despite the foregoing, Plaintiffs' counsel was unable to verify the
4 charging of any such dine-in fee or other junk fee at the locations visited.

5 58. Plaintiffs allege, based on information and belief, by and through its
6 undersigned counsel, that in anticipation of the enactment of California Senate Bill
7 (S.B.) 478, originally proposed by California Attorney General Rob Bonta on
8 October 7, 2023, Defendants instructed all of its franchisees to immediately
9 discontinue charging of dine-in fees or other junk fees, which has resulted in changed
10 practices, and hidden fees no longer being charged at Dunkin® establishments (*See*
11 California Office of Attorney General announcement, attached hereto as Exhibit 3,
12 and available at [https://oag.ca.gov/news/press-releases/attorney-general-
13 bonta%E2%80%99s-sponsored-bill-ban-hidden-fees-california-signed-law](https://oag.ca.gov/news/press-releases/attorney-general-bonta%E2%80%99s-sponsored-bill-ban-hidden-fees-california-signed-law)).

14 59. Plaintiffs' counsel also researched Dunkin'® online complaints and
15 came across a Reddit post from approximately two years ago, available at
16 [https://www.reddit.com/r/mildlyinteresting/comments/tjnrfl/dunkin_donuts_charges
17 an_employee_wellness_fee/?rdt=34753](https://www.reddit.com/r/mildlyinteresting/comments/tjnrfl/dunkin_donuts_charges_an_employee_wellness_fee/?rdt=34753), and attached hereto as Exhibit 4, showing an
18 image of a receipt showing an "employee wellness" fee added to the order total.

19 Dunkin Donuts charges an "employee wellness" fee

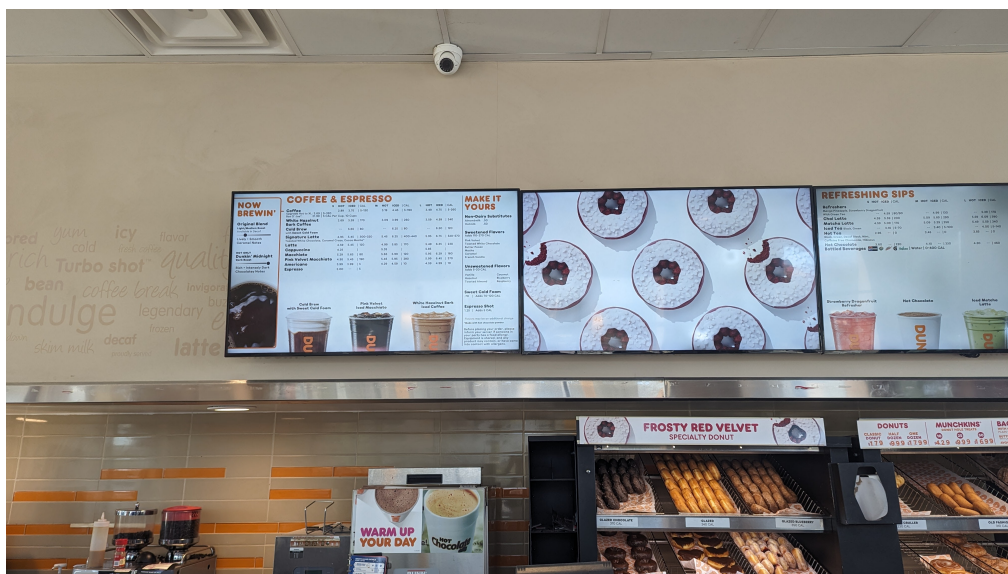


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1 60. Below are true and accurate photographs of the Dunkin'® in-store menu
2 board located at 42225 Jackson St., Bldg. J, Indio, CA. 92203, taken on January 29,
3 2024, attached hereto as Exhibit 5 and Exhibit 6, respectively, failing to show a dine-
4 in fee or other hidden fee disclosure.



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13 **Exhibit 5, Photo of Indio In-Store Menu Board**
14 **Location: 42225 Jackson St., Bldg. J, Indio, CA. 92203**
15 **Date of Photo: January 29, 2024, at 10:52AM**



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26 **Exhibit 6, Photo of Indio In-Store Menu Board**
27 **Location: 42225 Jackson St., Bldg. J, Indio, CA. 92203**
28 **Date of Photo: January 29, 2024, at 10:52AM**

61. Below is a true and accurate photograph of the Dunkin'® drive-through menu board located at 42225 Jackson St., Bldg. J, Indio, CA. 92203, taken on January 27, 2024, attached hereto as Exhibit 7, failing to show a dine-in fee or other hidden fee disclosure.



**Exhibit 7, Photo of Indio Drive Through Menu Board
 Location: 42225 Jackson St., Bldg. J, Indio, CA. 92203
 Date of Photo: January 27, 2024, at 8:21AM**

1 62. Below are true and accurate photographs of the Dunkin'® establishment
2 menu board located at 1614 S. Crenshaw Blvd., Los Angeles, CA. 90019, taken on
3 January 10, 2024, attached hereto as Exhibit 8 and Exhibit 9, respectively, failing to
4 show a dine-in fee or other hidden fee disclosure.
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15 **Exhibit 8, Photo of Los Angeles In-Store Menu Board**
16 **Location: 1614 S. Crenshaw Blvd., Los Angeles, CA. 90019**
17 **Date of Photo: January 10, 2024, at 7:23AM**



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26 **Exhibit 9, Photo of Los Angeles In-Store Menu Board**
27 **Location: 1614 S. Crenshaw Blvd., Los Angeles, CA. 90019**
28 **Date of Photo: January 10, 2024, at 7:23AM**

1 67. Plaintiffs reserve the right to amend the definition of the Class if
2 discovery and further investigation reveals that the Class should be expanded or
3 otherwise modified.

4 68. Plaintiffs reserve the right to establish additional sub-classes as
5 appropriate.

6 69. This action is brought and properly may be maintained as a class action
7 under the provisions of Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)(2) and
8 (b)(3), and satisfies the requirements thereof.

9 70. There is a well-defined community of interest among members of the
10 Class, and the disposition of the claims of these members of the Class in a single
11 action will provide substantial benefits to all parties and to the Court.

12 71. The members of the Class are so numerous that joinder of all members
13 of the Class is impracticable. At this time, Plaintiffs believe that the Class includes
14 millions of members. Therefore, the Class is sufficiently numerous that joinder of all
15 members of the Class in a single action is impracticable under Federal Rule of Civil
16 Procedure Rule 23(a)(1), and the resolution of their claims through the procedure of a
17 class action will be of benefit to the parties and the Court.

18 72. Plaintiffs' claims are typical of the claims of the members of the Class
19 whom they seek to represent because Plaintiffs and each member of the Class has
20 been subjected to the same deceptive and improper practices by Defendants and have
21 been damaged in the same manner.

22 73. Plaintiffs will fairly and adequately represent and protect the interests of
23 the members of the Class as required by Federal Rule of Civil Procedure Rule
24 23(a)(4). Plaintiffs have no interests that are adverse to those of the members of the
25 Class that they seek to represent. Plaintiffs are committed to the vigorous prosecution
26 of this action and, to that end, Plaintiffs have retained counsel that is competent and
27 experienced in handling complex class action litigation on behalf of consumers.

28

1 74. A class action is superior to all other available methods for the fair and
2 efficient adjudication of the claims asserted in this Amended Complaint under
3 Federal Rule of Civil Procedure 23(b)(3) because:

4 a. The expense and burden of individual litigation would not be
5 economically feasible for members of the Class to seek to redress their claims other
6 than through the procedure of a class action.

7 b. If separate actions were brought by individual members of the
8 Class, the resulting multiplicity of lawsuits would cause members to seek to redress
9 their claims other than through the procedure of a class action; and

10 c. Absent a class action, Defendants likely would retain the benefits
11 of their wrongdoing, and there would be a failure of justice.

12 75. Common questions of law and fact exist as to the members of the Class,
13 as required by Federal Rule of Civil Procedure 23(a)(2), and predominate over any
14 questions that affect individual members of the Class within the meaning of Federal
15 Rule of Civil Procedure 23(b)(3).

16 76. The common questions of fact include, but are not limited to, the
17 following:

18 a. Whether Defendants were unjustly enriched by their conduct;

19 b. Whether members of the Class suffered ascertainable losses as a
20 result of Defendants' misrepresentations;

21 c. Whether, as a result of Defendants' misconduct as alleged herein,
22 Plaintiffs and the members of the Class are entitled to restitution, injunctive relief
23 and/or monetary relief, and if so, the amount and nature of such relief;

24 d. Whether Defendants made any statement they knew or should have
25 known were false or misleading;

1 e. Whether Defendants maintained a longstanding marketing policy,
2 practice and strategy of charging a dine-in fee or other junk fee, without fully and
3 transparently disclosing the fee until after payment is remitted;

4 f. Whether the utility of Defendants' practices, if any, outweighed the
5 gravity of the harm to the victims;

6 g. Whether Defendants' conduct violated public policy or specific laws;

7 h. Whether Defendants' conduct or any of their practices violated
8 California Business & Professions Code § 17200, *et seq.*, and § 17500, *et seq.*, and
9 any other regulation, statute or law the Court determines appropriate;

10 i. Whether Defendants are in breach of express warranty and/or
11 contract by charging a dine-in fee or other junk fee, without full and fair disclosure,
12 until after consumers remit payment;

13 j. Whether a contract exists based on the original advertisement of the
14 meal on the menu board, without the addition of the dine-in fee or other junk fee,
15 under the equitable doctrine of promissory estoppel;

16 k. Whether Defendants fraudulently concealed the existence of the dine-
17 in fee or other junk fee, as a part of its marketing and advertising scheme;

18 l. Whether Defendants negligently misrepresented the cost of the
19 applicable items on its menu boards, by later charging consumers a dine-in fee or
20 other junk fee, without full and fair disclosure;

21 m. Whether Defendants intentionally misrepresented the cost of the
22 applicable items on its menu boards, by later charging consumers a dine-in fee or
23 other junk fee, without full and fair disclosure;

24 n. The proper equitable and injunctive relief;

25 o. The proper amount of restitution or disgorgement; and

26 p. The proper amount of reasonable litigation expenses and attorneys'
27 fees.

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1 77. Plaintiffs are not aware of any difficulty that will be encountered in the
2 management of this litigation that would preclude its maintenance as a class action.

3 **FIRST CAUSE OF ACTION**
4 **(Violation of Business & Professions Code § 17200 *et seq.*)**
5 **(On Behalf of the California Subclass)**

6 78. Each and every allegation contained in every preceding paragraph is
7 repeated, reiterated, and realleged with the same force and effect and incorporated by
8 reference as if fully set forth herein at length and in detail.

9 79. Plaintiffs Taerner and Diaz (collectively, “California Plaintiffs”) assert
10 this cause of action on behalf of themselves and members of the California Subclass.

11 80. California Business & Professions Code § 17200 *et seq.* prohibits unfair
12 competition that is any unfair, unlawful, or fraudulent business practice (“UCL”).

13 **“Unfair” Prong**

14 81. A business act or practice is “unfair” under the UCL if it offends an
15 established public policy or is immoral, unethical, oppressive, unscrupulous,
16 unconscionable, and/or substantially injurious to consumers, and the unfairness is
17 determined by weighing the reasons, justifications and motives of the practice against
18 the gravity of the harm to the alleged victims.

19 82. Defendants’ actions constitute unfair business practices because, as
20 alleged above, Defendants engaged in the misleading and deceptive practice by
21 charging a dine-in fee or other junk fee, without fully informing and transparently
22 disclosing the dine-in fee or other junk fee until after payment was rendered.
23 Defendants carefully designed an ordering process flow intending to conceal the fee,
24 by failing to disclose the fee until after payment is remitted. Defendants’ acts and
25 practices violate established public policy regarding transparent pricing, and
26 demonstrates immoral, unethical, oppressive, and unscrupulous conduct that causes
27 substantial harm to consumers.
28

1 83. The harm to members of the California Plaintiffs and California
2 Subclass outweighs the utility of Defendants’ practices. There were reasonably
3 available alternatives to further Defendants’ legitimate business interests other than
4 the misleading and deceptive conduct described herein. For example, in the event
5 Defendants properly informed consumers that a dine-in fee or other junk fee would
6 apply to their order, one or more Plaintiffs or members of the Class would not have
7 paid for their order, or would have elected carry out, without the addition of the dine-
8 in fee or other junk fee.

9 **“Fraudulent” Prong**

10 84. A business act or practice is “fraudulent” under the UCL if it is likely to
11 deceive members of the consuming public.

12 85. Defendants’ acts and practices alleged above constitute fraudulent
13 business acts or practices as they have deceived California Plaintiffs and are highly
14 likely to deceive members of the consuming public. California Plaintiffs relied on
15 Defendants’ fraudulent and deceptive representations by ordering items on
16 Defendants’ menu boards, advertised at a fixed cost, only to later be surreptitiously
17 charged a dine-in fee or other junk fee after paying for their orders. These
18 misrepresentations played a substantial role in one or more California Plaintiff’s
19 decision to continue to dine at Dunkin’®. In the event Defendants properly informed
20 consumers that a dine-in fee or other junk fee would apply to their orders, one or
21 more Plaintiffs or members of the Class would not have paid for their order, or would
22 have elected carry out, without the addition of the dine-in fee or other junk fee.

23 **“Unlawful” Prong**

24 86. A business act or practice is “unlawful” under the UCL if it violates any
25 other law or regulation.

26 87. Defendants acts and practices alleged above constitute unlawful business
27 acts or practices as they violate state and federal law in connection with their
28

1 deceptive marketing and pricing scheme. The Federal Trade Commission’s Act
2 (“FTCA”) prohibits “unfair or deceptive acts or practices in or affecting commerce”
3 (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false advertisements (15
4 U.S.C. § 52(a)). The FTCA imposes a high standard of truthfulness on advertisers
5 and does not require proof of intent to deceive.

6 88. As detailed herein, the acts and practices alleged were intended to result
7 in, or did result in, violations of the FTCA and UCL.

8 89. Defendants’ practices, as set forth above, have misled California
9 Plaintiffs, the members of the proposed California Subclass, and the public in the past
10 and will continue to mislead in the future. Consequently, Defendants’ practices
11 constitute unlawful, fraudulent, and unfair business practices within the meaning of
12 the UCL.

13 90. Defendants’ misrepresentations and nondisclosures are material, in that a
14 reasonable person would attach importance to the information and would be induced
15 to act on the information in making purchase decisions.

16 91. California Plaintiffs and members of the California Subclass reasonably
17 relied on Defendants’ material misrepresentations and nondisclosures. These
18 misrepresentations and nondisclosures played a substantial role in one or more
19 California Plaintiff’s decision to continue to dine at Dunkin’ Donuts. In the event
20 Defendants properly informed consumers that a dine-in fee or other junk fee would
21 apply to the order, one or more Plaintiffs or members of the Class would have elected
22 not to purchase the order, or would have elected carry out, without the addition of the
23 dine-in fee or other junk fee.

24 92. As a direct and proximate result of Defendants’ unfair, unlawful, and
25 fraudulent conduct, California Plaintiffs and members of the California Subclass lost
26 money or property.

27
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1 93. Defendants' conduct caused substantial injury to California Plaintiffs
2 and members of the California Subclass. Accordingly, California Plaintiffs and
3 members of the California Subclass seek an order enjoining Defendants' from
4 committing such unlawful, unfair, and fraudulent business practices to the extent a
5 dine-in fee or other junk fee continue to be charged, and seek the full amount of
6 money that California Plaintiffs and members of the California Subclass paid as a
7 dine-in fee or other junk fee, and/or restitutionary disgorgement of profits. California
8 Plaintiffs and members of the California Subclass also seek attorneys' fees and costs
9 under Cal. Code Civ. Proc. § 1021.5.

10 **SECOND CAUSE OF ACTION**
11 **(Violation of Business & Professions Code § 17500 *et seq.*)**
12 **(On Behalf of the California Subclass)**

13 94. Each and every allegation contained in every preceding paragraph is
14 repeated, reiterated, and realleged with the same force and effect and incorporated by
15 reference as if fully set forth herein at length and in detail.

16 95. California Plaintiffs assert this cause of action on behalf of themselves
17 and members of the California Subclass.

18 96. Cal. Bus. & Prof. Code § 17500 provides:

19 It is unlawful for any...corporation...with intent...to dispose
20 of...personal property...to induce the public to enter into any
21 obligation relating thereto, to make or disseminate or cause to be
22 made or disseminated...from this state before the public in any state,
23 in any newspaper or other publication, or any advertising device, or
24 by public outcry or proclamation, or in any other manner or means
25 whatever, including over the Internet, any statement...which is untrue
26 or misleading, and which is known, or which by the exercise of
27 reasonable care should be known, to be untrue or misleading...

28 (Emphasis added).

97. Defendants have committed acts of untrue and misleading advertising, as
defined by California Business and Professions Code § 17500 *et seq.*, including,

1 without limitation, making material misrepresentations by failing to disclose and
2 actively conceal material information regarding surcharges as more thoroughly
3 described above.

4 98. Defendants' misrepresentations and nondisclosures deceive or have a
5 tendency to deceive the general public.

6 99. Defendants' misrepresentations and nondisclosures are material, in that a
7 reasonable person would attach importance to the information and would be induced
8 to act on the information in making purchase decisions.

9 100. California Plaintiffs and members of the California Subclass reasonably
10 relied on Defendants' material misrepresentations and nondisclosures. These
11 misrepresentations played a substantial role in one or more California Plaintiff's
12 decision to continue to dine at Dunkin' Donuts. In the event Defendants properly
13 informed consumers that a dine-in fee or junk fee would apply to their order, one or
14 more Plaintiffs or members of the Class would not have paid for their order, or would
15 have elected carry out, without the addition of the dine-in fee or other junk fee.

16 101. As a direct and proximate result of Defendants' conduct, California
17 Plaintiffs and members of the California Subclass lost money or property.

18 102. Defendants' conduct caused substantial injury to California Plaintiffs
19 and members of the California Subclass. Accordingly, California Plaintiffs and
20 members of the California Subclass seek an order enjoining Defendants' from
21 committing such practices (to the extent not otherwise having stopped) and seek the
22 full amount of money that California Plaintiffs and members of the California
23 Subclass paid as a dine-in fee or other junk fee, and/or restitutionary disgorgement of
24 profits. California Plaintiffs and members of the California Subclass also seek
25 attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

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1 **THIRD CAUSE OF ACTION**
2 **(Breach of Express Warranty; Breach of Contract)**
3 **(On Behalf of the General Class)**

4 103. Each and every allegation contained in every preceding paragraph is
5 repeated, reiterated, and realleged with the same force and effect and incorporated by
6 reference as if fully set forth herein at length and in detail.

7 104. Plaintiffs assert this cause of action on behalf of themselves and
8 members of the Class.

9 105. Under the Restatement (Second) of Contracts, three key elements are
10 generally required for a binding contract to be formed: (i) an offer - a manifestation
11 of willingness to enter into a bargain on certain terms made in a way that justifies
12 another person in understanding that an agreement will be reached if they accept; (ii)
13 acceptance – a manifestation of assent to the terms of the offer made by the offeree in
14 a manner invited or required by the offer; (iii) consideration - something of value
15 given by the promisee to the promisor or something detrimental done or promised to
16 be done by the promisee.

17 106. Plaintiffs, and each member of the Class, formed a contract with
18 Defendants at the time they ordered an their items as advertised, without the
19 applicable dine-in fee or other junk fee. The terms of that contract include the
20 promises and affirmations of fact made by Defendants through their marketing
21 materials and statements, as described above, which constitute express warranties,
22 became part of the basis of the bargain, and are part of a standardized contract
23 between Plaintiffs and the members of the Class on the one hand, and Defendants on
24 the other – without the applicability of the undisclosed dine-in fee or other junk fee.¹

25
26 ¹ ““In considering expressions of agreement, the court must not hold the parties to
27 some impossible, or ideal, or unusual standard. It must take language as it is and
28 people as they are. All agreements have some degree of indefiniteness and some
degree of uncertainty...” (Rivers v. Beadle (1960) 183 Cal.App.2d 691, 695 [7 Cal.
Rptr. 170].) Moreover, “[t]he law leans against [***14] the destruction of contracts
because of uncertainty and favors an interpretation which will carry into effect the

1 107. Plaintiffs, and members of the Class, purchased items based on
2 Defendants' representations, and without being informed of any dine-in fee or other
3 junk fee.

4 108. All conditions precedent to Defendants' liability under this contract
5 have been performed by Plaintiffs and members of the Class.

6 109. Defendants' breached the terms of this contract, including the express
7 warranties, with Plaintiffs and members of the Class by providing Plaintiffs and
8 members of the Class with their order only after applying an undisclosed dine-in fee
9 or junk fee.

10 110. As a result of Defendants' breach of its contract and warranties,
11 Plaintiffs and members of the Class have been damaged in an amount to be proven at
12 trial.

13 **FOURTH CAUSE OF ACTION**
14 **(Fraudulent Concealment)**
15 **(On Behalf of the General Class)**

16 111. Each and every allegation contained in every preceding paragraph is
17 repeated, reiterated, and realleged with the same force and effect and incorporated by
18 reference as if fully set forth herein at length and in detail.

19 112. Plaintiffs assert this cause of action on behalf of themselves and
20 members of the Class.

21 113. By failing to fully disclose that a dine-in fee or other junk fee would
22 apply to the applicable order either verbally or in writing, except until after payment
23 was remitted by Plaintiffs and the disclosure appeared on the receipt, Defendants
24 intentionally misrepresented or concealed the dine-in fee or other junk fee from
25 Plaintiffs and members of the Class.

26
27
28 reasonable intention of the parties if it can be ascertained.” *Moncada v. W. Coast
Quartz Corp.*, 221 Cal. App. 4th 768, 777, 164 Cal. Rptr. 3d 601, 608 (2013).

1 114. Plaintiffs and members of the Class relied on these representations and
2 omissions in purchasing the Defendants' advertised items as a purported fixed cost,
3 only to have a dine-in fee or other junk fee added to their order.

4 115. In the event Defendants properly informed consumers that a dine-in fee
5 or other junk fee would apply to their order, one or more Plaintiffs or members of the
6 Class would not have paid for their order, or would have elected carry out, without
7 the addition of the dine-in fee or other junk fee.

8 116. Defendants performed the wrongful acts, concealed vital information
9 and made affirmative representations during the relevant time period of this lawsuit
10 with the intent of gaining its own financial advantage to the disadvantage of Plaintiffs
11 and members of the Class.

12 117. As a result of Defendants' wrongful conduct, Plaintiffs and members of
13 the Class have suffered economic losses and non-economic losses, all in an amount to
14 be proven at trial.

15 118. Defendants' wrongful acts alleged herein were done maliciously,
16 oppressively and with the intent to mislead and defraud. Accordingly, Plaintiffs and
17 members of the Class are entitled to punitive and exemplary damages.

18 **FIFTH CAUSE OF ACTION**
19 **(Negligent Misrepresentation)**
20 **(On Behalf of the General Class)**

21 119. Each and every allegation contained in every preceding paragraph is
22 repeated, reiterated, and realleged with the same force and effect and incorporated by
23 reference as if fully set forth herein at length and in detail.

24 120. Plaintiffs assert this cause of action on behalf of themselves and
25 members of the Class.

26 121. At all relevant times, Defendants made express promises by advertising
27 items on its menu-boards at a fixed cost, and failing to disclose verbally or in writing
28

1 that a dine-in fee or other junk fee would apply to the order, until after Plaintiffs and
2 members of the Class remitted payment.

3 122. In the event Defendants properly informed consumers that a dine-in fee
4 or other junk fee would apply to the order, one or more Plaintiffs or members of the
5 Class would not have purchased the order, or would have elected carry out, without
6 the addition the dine-in fee or other junk fee.

7 123. As such, Defendants used false and misleading statements by omitting to
8 explain that a dine-in fee or other junk fee would apply to the order, inducing
9 Plaintiffs and members to simply place their order.

10 124. Plaintiffs and members of the Class justifiably relied upon Defendants'
11 false and misleading statements by failing to disclose that a dine-in fee or other junk
12 fee would apply to the order advertised on its menu board. As a direct and proximate
13 result of the above-described practices, Plaintiffs and members of the Class sustained
14 damages in an amount to be proven at trial.

15 **SIXTH CAUSE OF ACTION**
16 **(Intentional Misrepresentation)**
17 **(On Behalf of the General Class)**

18 125. Each and every allegation contained in every preceding paragraph is
19 repeated, reiterated, and realleged with the same force and effect and incorporated by
20 reference as if fully set forth herein at length and in detail.

21 126. Plaintiffs assert this cause of action on behalf of themselves and
22 members of the Class.

23 127. At all relevant times, Defendants made express promises that items on
24 its menu board were offered at a fixed price, only to add a dine-in fee or other junk
25 fee to their order, without fully and transparently disclosing the existence of the dine-
26 in fee or other junk fee until after payment was made and the Plaintiffs had an
27 opportunity to examine the receipt.

1 128. Upon information and belief, Defendants knew or should have known
2 that by failing to disclose the existence of a dine-in fee or other junk fee until after
3 payment was remitted by Plaintiffs and members of the Class, such conduct was false
4 and misleading.

5 129. As such, Defendants used false and misleading statements by failing to
6 disclose the dine-in fee or other junk fee, inducing customers to place their orders
7 based on its advertised menu-board offerings.

8 130. Plaintiffs and members of the Class justifiably relied upon Defendants'
9 false and misleading statements in deciding whether to purchase meals. As a direct
10 and proximate result of the above-described practices, Plaintiffs and members of the
11 Class sustained damages in an amount to be proven at trial.

12 **SEVENTH CAUSE OF ACTION**
13 **(Unjust Enrichment)**
14 **(On Behalf of the General Class)**

15 131. Each and every allegation contained in every preceding paragraph is
16 repeated, reiterated, and realleged with the same force and effect and incorporated by
17 reference as if fully set forth herein at length and in detail.

18 132. Plaintiffs assert this cause of action on behalf of themselves and
19 members of the Class.

20 133. Plaintiffs and members of the Class have conferred a benefit upon
21 Defendants by purchasing Defendants' advertised menu items offered at fixed prices,
22 without fully disclosing the applicability of a dine-in fee or other junk fee until after
23 payment was remitted.

24 134. By their deceptive, misleading and unlawful conduct alleged herein,
25 Defendants have unjustly received and retained benefits at the expense of Plaintiffs
26 and members of the Class, including, without limitation, funds that Plaintiffs and
27 members of the Class paid to Defendants as a dine-in fee or other junk fee.
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1 c. Awarding Plaintiffs, and members of the Class, compensatory
2 damages in an amount according to proof at trial;

3 d. Awarding restitution and disgorgement of Defendants' revenues to
4 Plaintiffs and members of the Class;

5 e. Awarding declaratory and injunctive relief, including: enjoining
6 Defendants from continuing the unlawful practices referenced herein, and
7 directing Defendants to identify, with Court supervision, victims of their
8 conduct and pay them restitution and disgorgement of all monies acquired by
9 Defendants by means of any act or practice declared by this Court to be
10 wrongful or unlawful;

11 f. Awarding punitive damages to Plaintiffs and members of the
12 Class;

13 g. Ordering Defendants to stop charging a dine-in fee or other junk
14 fee and to correct the deceptive advertising conduct, if such charges have not
15 already ceased;

16 h. Awarding interest on the monies wrongfully obtained from the
17 date of collection through the date of entry of judgment in this action;

18 i. Awarding attorneys' fees, expenses, and recoverable costs
19 reasonably incurred in connection with the commencement and prosecution of
20 this action; and


21 j. Directing such other and further relief as the Court deems just and
22 proper.

23 **VII. DEMAND FOR JURY TRIAL**

24 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs and
25 members of the Class demand a trial by jury as to all matters so triable.
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1
2 I declare, under penalty of perjury and pursuant to 28 U.S.C. § 1746, that the
3 foregoing is true and correct, to the best of my knowledge.

4
5
6 Dated: July 8, 2024


Cameron Nazemi, Esq. (SBN. 260155)
CWN, Inc., a professional law corporation
Counsel for Plaintiffs and the proposed Class

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10 **LIST OF ATTACHMENTS & EXHIBITS:**

11 **Exhibits:**

- 12 Exhibit 1: Declaration of John Michael Taferner;
- 13 Exhibit 2: Declaration of Izel Diaz;
- 14 Exhibit 3: California Office of Attorney General announcement;
- 15 Exhibit 4: Reddit Post showing an image of a receipt showing an “employee
wellness” fee added to the order total;
- 16 Exhibit 5: Photo of Indio In-Store Menu Board
Location: 42225 Jackson St., Bldg. J, Indio, CA. 92203
Date of Photo: January 29, 2024, at 10:52AM;
- 17 Exhibit 6: Photo of Indio In-Store Menu Board
Location: 42225 Jackson St., Bldg. J, Indio, CA. 92203
Date of Photo: January 29, 2024, at 10:52AM;
- 18 Exhibit 7: Photo of Indio Drive Through Menu Board
Location: 42225 Jackson St., Bldg. J, Indio, CA. 92203
Date of Photo: January 27, 2024, at 8:21AM;
- 19 Exhibit 8: Photo of Los Angeles In-Store Menu Board
Location: 1614 S. Crenshaw Blvd., Los Angeles, CA. 90019
Date of Photo: January 10, 2024, at 7:23AM; and
- 20 Exhibit 9: Photo of Los Angeles In-Store Menu Board
Location: 1614 S. Crenshaw Blvd., Los Angeles, CA. 90019
Date of Photo: January 10, 2024, at 7:23AM

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Dunkin' Charges Hidden Dine-In Fee at Certain Locations, Class Action Lawsuit Claims](#)
