

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ZEYNEP INANLI,

Plaintiff,

-against-

STARBUCKS CORPORATION and STARBUCKS STORE, 685
THIRD AVENUE, NEW YORK, NY,
Defendants.

INDEX NO.

VERIFIED COMPLAINT

Plaintiff, by her attorneys, LANGSAM LAW LLP, as and for her Verified Complaint, respectfully alleges, upon information and belief:

1. The plaintiff, ZEYNEP INANLI, at all times herein mentioned was and still is a resident of the County of New York and the State of New York.

2. The defendant STARBUCKS CORPORATION, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

3. The defendant, STARBUCKS CORPORATION, at all times herein mentioned conducted and carried on business in the County of New York and the State of New York.

4. At all times herein mentioned, defendant STARBUCKS CORPORATION transacted business within the State of New York.

5. At all times herein mentioned, defendant STARBUCKS CORPORATION derived substantial revenue from goods used or consumed or services rendered in the State of New York.

6. At all times herein mentioned, defendant STARBUCKS CORPORATION expected or should reasonably have expected its acts to have consequences in the State of New York.

7. The defendant STARBUCKS STORE, 685 THIRD AVENUE, NEW YORK, NY (hereinafter "STARBUCKS STORE") at all times herein mentioned, was and still is a

corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the County of New York and the State of New York.

8. The defendant STARBUCKS STORE, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

9. The defendant, STARBUCKS STORE, at all times herein mentioned conducted and carried on business in the County of New York and the State of New York.

10. The defendant, STARBUCKS STORE, at all times herein mentioned was and still is a partnership doing business in the County of New York and the State of New York.

11. The defendant, STARBUCKS STORE, at all times herein mentioned was and still is a limited liability partnership doing business in the County of New York and the State of New York.

12. The defendant, STARBUCKS STORE, at all times herein mentioned was and still is a limited liability corporation doing business in the County of New York and the State of New York.

13. The defendant, STARBUCKS STORE, at all times herein mentioned was and still is a sole proprietorship doing business in the County of New York and the State of New York.

14. The defendant, STARBUCKS STORE, at all times herein mentioned was and still is a franchise doing business in the County of New York and the State of New York.

15. At all times herein mentioned, ZEYNEP INANLI was lawfully in defendants' STARBUCKS STORE.

16. At all times herein mentioned, the defendant STARBUCKS CORPORATION owned the Starbucks Store located at 685 Third Avenue, New York, NY.

17. At all times herein mentioned, the defendant STARBUCKS CORPORATION was one of the owners of the Starbucks Store located at 685 Third Avenue, New York, NY.

18. At all times herein mentioned, the defendant STARBUCKS CORPORATION was a

lessee of the Starbucks Store located at 685 Third Avenue, New York, NY.

19. At all times herein mentioned, the defendant STARBUCKS CORPORATION granted a franchise to the Starbucks Store located at 685 Third Avenue, New York, N.Y.

20. At all times herein mentioned, the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees operated the Starbucks Store located at 685 Third Avenue, New York, NY.

21. At all times herein mentioned, the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees maintained the Starbucks Store located at 685 Third Avenue, New York, NY.

22. At all times herein mentioned, the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees managed the Starbucks Store located at 685 Third Avenue, New York, NY.

23. At all times herein mentioned, the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees controlled the Starbucks Store located at 685 Third Avenue, New York, NY.

24. On or before September 21, 2009, the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees were supervised and trained to prepare and serve beverages including tea at the Starbucks Store located at 685 Third Avenue, New York, NY.

25. On or before September 21, 2009, the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees served tea in containers at the Starbucks Store located at 685 Third Avenue, New York, NY.

26. At all times herein mentioned, it was the duty of the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees to insure that said clients of Starbucks Store located at 685 Third Avenue, New York, NY, were served tea in containers which were reasonably safe.

27. At all times herein mentioned, it was the duty of the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees to insure that said clients of Starbucks Store located at 685 Third Avenue, New York, NY, were served tea that was not unreasonably hot.

28. At all times herein mentioned, the defendant STARBUCKS STORE owned the Starbucks Store located at 685 Third Avenue, New York, NY.

29. At all times herein mentioned, the defendant STARBUCKS STORE was one of the owners of the Starbucks Store located at 685 Third Avenue, New York, NY.

30. At all times herein mentioned, the defendant STARBUCKS STORE was a lessee of the Starbucks Store located at 685 Third Avenue, New York, NY.

31. At all times herein mentioned, the defendant STARBUCKS STORE was granted a franchise by STARBUCKS, CORPORATION.

32. At all times herein mentioned, the defendant STARBUCKS STORE, defendant's servants, agents and/or employees operated the Starbucks Store located at 685 Third Avenue, New York, NY.

33. At all times herein mentioned, the defendant STARBUCKS STORE, defendant's servants, agents and/or employees maintained the Starbucks Store located at 685 Third Avenue, New York, NY.

34. At all times herein mentioned, the defendant STARBUCKS STORE, defendant's servants, agents and/or employees managed the Starbucks Store located at 685 Third Avenue, New York, NY.

35. At all times herein mentioned, the defendant STARBUCKS STORE, defendant's servants, agents and/or employees controlled the Starbucks Store located at 685 Third Avenue, New York, NY.

36. At all times herein mentioned, the defendant STARBUCKS STORE, defendant's

servants, agents and/or employees were supervised and trained to prepare and serve beverages including tea at the Starbucks Store located at 685 Third Avenue, New York, NY.

37. On or before September 21, 2009, the defendant STARBUCKS STORE, defendant's servants, agents and/or employees prepared and served tea in containers at the Starbucks Store located at 685 Third Avenue, New York, NY.

38. At all times herein mentioned, it was the duty of the defendant, STARBUCKS STORE, defendant's servants, agents and/or employees to insure that said clients of Starbucks Store located at 685 Third Avenue, New York, NY, were served tea in containers which were reasonably safe.

39. At all times herein mentioned, it was the duty of the defendant STARBUCKS CORPORATION, defendant's servants, agents and/or employees to insure that said clients of Starbucks Store located at 685 Third Avenue, New York, NY, were served tea that was not unreasonably hot.

40. On September 21, 2009, solely as a result of the defendants' negligence, carelessness and recklessness in preparing and serving tea that was unreasonably hot, in containers which were not safe, ZEYNEP INANLI was caused to suffer severe and serious personal injuries to mind and body, and further, that ZEYNEP INANLI was subjected to great physical pain and mental anguish, including but not limited to second degree burns.

41. By reason of the foregoing, ZEYNEP INANLI was severely injured and damaged, sustained severe nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are believed to be permanent in nature and duration, and ZEYNEP INANLI will be permanently caused to suffer pain, inconvenience and other effects of such injuries; ZEYNEP INANLI incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; and ZEYNEP INANLI will be unable to pursue ZEYNEP INANLI's usual duties with the same degree of efficiency as prior to

this accident, all to ZEYNEP INANLI's great damage.

42. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

43. Due to defendants' negligence, plaintiff is entitled to damages in the sum that exceeds the jurisdictional limits of all lower courts that may have jurisdiction.

WHEREFORE, the plaintiff demands judgment awarding damages in the sum of an amount that exceeds the jurisdictional limits of all lower courts that may have jurisdiction, together with interest and the costs and disbursements of this action, and such other and further relief as to this Court seems just and proper.

Dated: New York, New York
March 15, 2010



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