

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
LOCALITY OF MONTRÉAL

No: 500-06-001351-242

(Class Actions)
SUPERIOR COURT

LIEL OHAYON

Applicant

v.

STARBUCKS COFFEE CANADA, INC.

-and-

STARBUCKS CORPORATION

-and-

FOODTASTIC INC. (a.d.b.a. SECOND CUP)

-and-

THE TDL GROUP CORP.

-and-

**RESTAURANT BRANDS INTERNATIONAL
INC.**

-and-

**RESTAURANT BRANDS INTERNATIONAL
LIMITED PARTNERSHIP**

Defendants

SWORN STATEMENT OF SOMNATH (SAM) WADERA

I, the undersigned, Sam Wadera, VP Brand at Foodtastic Inc. ("**Foodtastic**"), having my current professional address at 2920 Matheson Blvd E, Suite 201, Mississauga (Ontario) L4W 5R6, do solemnly declare:

1. I have been employed and I have occupied the role of VP Brand at Foodtastic since August 15, 2022.
2. I am providing this sworn declaration in the context of the Application to Authorize the Bringing of a Class Action brought by the Applicant Liel Ohayon in Court docket number 500-06-001351-242 (the “**Authorization Application**”).

i. Incorrect Entity Named in the Authorization Application

3. The Authorization Application names Foodtastic as a defendant and alleges that it owns the Second Cup coffee chain (paragraph 11 of the Authorization Application), which is incorrect.
4. In fact, SC Coffee Canada inc. (“**Second Cup**”) is the franchisor entity for the Second Cup coffee chain, not Foodtastic Inc. which is merely a shareholder of the franchisor, as appears from the *État des renseignements d’une personne morale au registre des entreprises*, attached as **Annex A** to this Sworn Statement.

ii. Milks Subject to an Additional Charge

5. Until February 27, 2025, Second Cup charged an additional \$0.80 for customizing a handcrafted beverage with coconut milk, almond milk, soy milk, oat milk or lactose-free milk (collectively the “**Milks subject to an additional charge**”).
6. Conversely, Second Cup charged no additional cost for non-fat, 2% or whole-milk (the “**Milks not subject to an additional charge**”).
7. I have compiled the average cost per ounce for all Milks subject to an additional charge procured for Second Cup Canadian stores between the years 2021 to 2024 (the “**Period**”), and Milks not subject to an additional charge for the same stores for the same Period.
8. Based on a comparison of the costs during the Period, Second Cup paid on average approximately 98% more per ounce for the Milks subject to an additional charge than it did Milks not subject to an additional charge for the same stores.
9. The table below provides the breakdown of Second Cup’s average cost per ounce for Milks not subject to an additional charge, and for each type of Milk subject to an additional charge for the Period:


Type of Milk	Average cost per ounce			
	2021	2022	2023	2024
Milks not subject to an additional charge	██████	██████	██████	██████
Lactose Free Milk	██████	██████	██████	██████
Coconut Milk	██████	██████	██████	██████
Oat Milk	██████	██████	██████	██████
Almond Milk	██████	██████	██████	██████
Soy Milk	██████	██████	██████	██████

10. Second Cup's average cost per ounce for Milks not subject to an additional charge and Milks subject to an additional charge is commercially confidential and highly sensitive information that relate to Second Cup's suppliers, who are not parties to this litigation. This confidential information is not disclosed to the public or to competitors. It was consistently treated and regarded by Second Cup as such. Second Cup would suffer a significant prejudice if this information were to be disclosed publicly, as it would namely allow competitors to have a clear view of Second Cup's purchasing power and wholesale costs.
11. To the best of my knowledge, all of the facts alleged herein are true.

AND I HAVE SIGNED :

DocuSigned by:
Sam Wadera
G0EEF857C745447
SAM WADERA

Declared under oath before me, by technological means (Microsoft TEAMS), in Montréal, on January 12, 2026

DocuSigned by:
[Signature]
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Commissioner for Oaths for Québec