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November 3, 2023

VIA EMAIL

Office of Chief Counsel
Division of Corporation Finance
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Email Address: *shareholderproposals@sec.gov*

Re: Shareholder Proposal Submitted by SOC Investment Group to Rule 14a-8 Under the Securities Exchange Act of 1934, as Amended

Ladies and Gentlemen:

This letter is to inform you that our client, Starbucks Corporation (the "***Company***" or "***Starbucks***"), intends to omit from its proxy statement and form of proxy for its 2024 Annual Shareholders Meeting (collectively, the "***2024 Proxy Materials***") a shareholder proposal (the "***Proposal***") and statements in support ("***Supporting Statement***") thereof received from SOC Investment Group (the "***Proponent***").

Pursuant to Rule 14a-8(j), we have:

- submitted this letter to the Securities and Exchange Commission (the "***Commission***") no later than 80 calendar days before the Company intends to file its definitive 2024 Proxy Materials with the Commission; and

- concurrently sent copies of this correspondence to the Proponent.

Rule 14a-8(k) and Commission *Staff Legal Bulletin No. 14D* (Nov. 7, 2008) ("***SLB 14D***") provide that shareholder proponents are required to send companies a copy of any correspondence that the proponent elects to submit to the Commission or the staff of the Division of Corporation Finance (the "***Staff***"). Accordingly, the Company is taking this opportunity to inform the Proponent that if the Proponent elects to submit additional correspondence to the Commission or the Staff with respect to the Proposal, a copy of that correspondence should be furnished concurrently to the undersigned on behalf of the Company pursuant to Rule 14a-8(k) and SLB 14D.

THE PROPOSAL

The Proposal sets forth the following resolution to be included in the 2024 Proxy Materials, to be voted on by shareholders at the 2024 Annual Shareholders Meeting:

> **Resolved:** The stockholders hereby amend Section 7.1 of Article VII of the bylaws by adding the following at the end thereof:
>
> "This section shall not apply, however, if any person to whom this section would otherwise apply is named in an action or threatened action, suit or proceeding, whether civil, criminal, or administrative or investigative, undertaken by the National Labor Relations Board, or undertaken by any other actor pursuant to or entailing alleged violations of the National Labor Relations Act, unless so ordered by a court or as mandated by RCW 23B.08.520 or by the Articles of Incorporation.
>
> "This bylaw shall be effective upon adoption and apply only to actions, threatened actions, suits or proceedings commenced after that effective date."

A copy of the Proposal is attached to this letter as Exhibit A. The proposed amendment to the Company's Amended and Restated Bylaws ("***Bylaws***") included in the Proposal is referred to herein as the "***Proposed Bylaw Amendment***."

BASIS FOR EXCLUSION OF THE PROPOSAL

Starbucks respectfully requests that the Staff concur in the view that it may exclude the Proposal from the 2024 Proxy Materials pursuant to:

- Rule 14a-8(i)(3) because the Proposal is materially misleading in violation of Rule 14a-9; and
- Rule 14a-8(i)(2) because the Proposal would, if implemented, cause the Company to violate Washington law.

ANALYSIS

I. The Proposal May Be Excluded Under Rule 14a-8(i)(3) Because The Proposal Is Vague And Indefinite.

The Company believes it may properly exclude the Proposal from its 2024 Proxy Materials in reliance on Rule 14a-8(i)(3) because, for multiple reasons, the Proposal is vague and indefinite and therefore would violate Rule 14a-9. First, it is unclear whether the Proposed Bylaw Amendment is intended only to exclude certain types of proceedings from the Company's obligation to provide indemnification and advancement of expenses under Section 7.1 of the Bylaws or also to preclude the Company from providing indemnification and advancement of expenses under the provisions of the Washington Business Corporation Act ("***WBCA***"), Title 23B

of the Revised Code of Washington ("***RCW***"), relating to permissive indemnification. This ambiguity means that neither the shareholders voting on the Proposal, nor the Company in implementing the Proposal (if adopted), would be able to determine with any reasonable certainty exactly what actions or measures the proposal requires or permits. Second, the Proposed Bylaw Amendment conflicts with other Bylaw provisions.

A. Background.

Rule 14a-8(i)(3) of the Securities Exchange Act of 1934, as amended, permits a company to exclude a shareholder proposal from its proxy solicitation materials "if the proposal or supporting statement is contrary to any of the Commission's proxy rules, including Rule 14a-9, which prohibits materially false or misleading statements in proxy soliciting materials." This includes any portion or portions of a proposal or supporting statements that, among other things, contain false or misleading statements.

The Staff consistently has taken the position that vague and indefinite shareholder proposals are excludable under Rule 14a-8(i)(3) when "the language of the proposal or the supporting statement render the proposal so vague and indefinite that neither the stockholders voting on the proposal, nor the company in implementing the proposal (if adopted), would be able to determine with any reasonable certainty exactly what actions or measures the proposal requires." *Staff Legal Bulletin No. 14B* (September 15, 2004) ("***SLB 14B***"). Moreover, a proposal is sufficiently misleading and indefinite to justify its exclusion where a company and its shareholders might interpret the proposal differently, such that any action ultimately taken by the company to implement the proposal could be different from the actions envisioned by the shareholders voting on the proposal (*Fuqua Industries, Inc.* (Mar. 12, 1991)).

For the reasons described below, the Proposed Bylaw Amendment included in the Proposal is so vague and indefinite that it may be appropriately excluded from the 2024 Proxy Materials.

B. Washington State indemnification statute.

The Proposed Bylaw Amendment included in the Proposal must be viewed in the context of the indemnification provisions in the WBCA. RCW 23B.08.500 through .580 of the WBCA provide rules for determining whether indemnification of directors, officers and other agents is proper under Washington law. Under RCW 23B.08.520 (the provision cited in the Proposed Bylaw Amendment), a director is entitled to mandatory indemnification if the director is successful in the defense of any proceeding to which the individual was a party because of being a director. Additionally, a director who is a party to a proceeding may apply for indemnification or advancement ordered by a court under RCW 23B.08.540.[1] Under RCW 23B.08.570(1), officers

[1] A court may order indemnification or advance of expenses in a proceeding brought pursuant to RCW 23B.08.540 if (a) a director is entitled to mandatory indemnification under RCW 23B.08.520, (b) the director is "fairly and reasonably entitled to indemnification in view of all of the relevant circumstances," whether or not the applicable standard of conduct was met, or (c) in the case of an advance of expenses, the director is entitled to the advancement pursuant to the articles of incorporations, bylaws, resolution or contract.

are entitled to mandatory indemnification under RCW 23B.08.520 or court ordered indemnification under RCW 23B.08.540 to the same extent as a director. The mandatory indemnification of directors and officers required by the statute, as well as court-ordered indemnification, is available unless limited by the Articles of Incorporation. The Company's Revised Articles of Incorporation do not limit or otherwise address director and officer indemnification.

A corporation may also more broadly indemnify (pursuant to RCW 23B.08.510), and advance expenses to (pursuant to RCW 23B.08.530), a director made party to a proceeding to which the individual was a party because of being a director against liability incurred in the proceeding. This permissive indemnification and advancement of expenses is subject to limitations set forth in the applicable WBCA provisions, including meeting certain standards of conduct.[2] Permissive indemnification pursuant to RCW 23B.08.510 must be authorized in each specific case *after* a determination by disinterested directors, shareholders, or special legal counsel that the director met the applicable standard of conduct. However, under RCW 23B.08.560, the shareholders may authorize the corporation to agree to indemnify and advance expenses to directors without regard to these limitations if, among other ways, the obligation to provide such indemnification and advancement of expenses is included in a bylaw provision approved by the shareholders. Pursuant to RCW 23B.08.570(2), a corporation is permitted to indemnify officers (as well as employees and agents) who are not directors under RCW 23B.08.510 through 23B.08.560 to the same extent and subject to the same requirements (including a determination that the applicable standard of conduct was met) as directors. Additionally, pursuant to RCW 23B.08.570(3), a corporation may indemnify officers (as well as employees and agents) who are not also directors to the extent that may otherwise be provided by its articles of incorporation or bylaws, general or specific action of its board of directors, or contract, without regard to the provisions of RCW 23B.510 – 23B.08.560 so long as "consistent with law."

The Proposed Bylaw Amendment included in the Proposal must also be viewed in the context of the existing Bylaws. Section 7.1 of the Bylaws requires the Company to indemnify its officers and directors "to the full extent authorized by the WBCA or other applicable law," as well as pay expenses incurred defending any such proceeding in advance of its final disposition as long as the officer or director delivers an affirmation that they met the standard of conduct described in RCW 23B.08.510 and an undertaking to repay all amounts advanced if it is ultimately determined that they are not entitled to indemnification under Section 7.1 of the Bylaws or otherwise. Section 7.3 of the Bylaws provides that the indemnification provided for under Section 7.1 "shall not be exclusive of any other rights directors or officer may have or acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of shareholders or disinterested directors, or otherwise." Finally, Section 7.6 states that no amendment of Article VII of the Bylaws "shall adversely affect any right or protection of any person granted pursuant hereto, existing at, or with

[2] Under RCW 23B.08.510, a corporation is permitted to indemnify a director made a party to a proceeding if (a) the director acted in good faith and (b) the director reasonably believed (i) in the case of conduct in an official capacity, that their conduct was in the corporation's best interests and (ii) in all other cases, that their conduct was at least not opposed the corporation's best interests, and (c) in the case of any criminal proceeding, that the director had no reasonable cause to believe their conduct was unlawful.

respect to any events that occurred prior to, the time of such repeal, amendment, adoption or modification."

A copy of Article VII of the Bylaws and the relevant provisions of the WBCA are attached to this letter as Exhibit B.

C. The Proposed Bylaw Amendment is vague and indefinite because neither the shareholders voting on the Proposal, nor the Company in implementing the Proposal (if adopted), would be able to determine with any reasonable certainty exactly what actions or measures the Proposal requires or permits.

The Proposed Bylaw Amendment is open to multiple, differing interpretations. It is unclear whether the proponent intends for the Bylaw amendment to entirely preclude indemnification of directors and officers (other than mandatory indemnification under RCW 23B.08.520 or as ordered by a court) for any "action or threatened action, suit or proceeding . . . undertaken by the National Labor Relations Board or undertaken by any other actor pursuant to or entailing alleged violations of the National Labor Relations Act" ("***Excluded Proceedings***") or merely to limit the scope of the Company's indemnification obligations under Section 7.1 of the Bylaws (which currently states that directors, officers and others "shall be indemnified and held harmless by the corporation to the full extent authorized by the WBCA or other applicable law") while still allowing the Company to provide indemnification and advance expenses in connection with Excluded Proceedings pursuant to the permissive indemnification provisions of the WBCA (i.e., RCW 23B.08.510 – .550).

The Proposal and Supporting Statement could be read to support the interpretation that the Proposed Bylaw Amendment is intended to entirely preclude any indemnification and advancement of expenses in connection with Excluded Proceedings unless ordered by a court or as mandated by RCW 23B.08.520 or the articles of incorporation. According to the Supporting Statement, the amendment "seeks to modify the current indemnification available to directors, officers and others in any matters alleging violations of the [National Labor Relations] Act," and states that the "amendment is to be implemented consistent with applicable mandatory indemnification provisions." Further, the Proponent's letter accompanying the Proposal, attached to this letter as Exhibit C, further states that the Proposed Bylaw Amendment is intended to "exclude from indemnification instances where persons covered under Section 7.1 of Article VII of the Company's bylaws are named in actions pursued by the National Labor Relations Board or undertaken by other actors pursuant to alleged violations of the National Labor Relations Act, consistent with mandatory indemnification provisions." The inclusion of the exceptions in the text of the Proposed Bylaw Amendment for indemnification that is court-ordered or mandated by RCW 23B.08.520 for directors or by the Articles of Incorporation further suggests that the Proponent intends to otherwise entirely preclude indemnification and advancement of expenses in connection with Excluded Proceedings.

However, the actual text of the Proposed Bylaw Amendment does not appear to effect this intent and, as drafted, could be interpreted to do something very different from the Proponent's stated goal of limiting indemnification except as consistent with mandatory indemnification provisions.

First, while the Supporting Statement indicates that the Proposed Bylaw Amendment "is to be implemented consistent with applicable mandatory indemnification provisions," the amendment fails to include an exception for mandatory indemnification of officers under RCW 23B.08.570(1), which requires indemnification of officers to the same extent as directors under RCW 23B.08.520. The failure to include this exception not only stands in contrast to the stated intent of the Proposed Bylaw Amendment, but also creates conflict between the language of the amendment and, when applicable, the mandatory indemnification of officers required by statute. Second, despite the Proponent's stated purpose, the Proposed Bylaw Amendment can be interpreted to merely limit the Company's obligation to indemnify under Section 7.1 of the Bylaws, but not preclude permissive indemnification and advancement of expenses under the statute. The Proposed Bylaw Amendment leaves open this possibility because, as drafted, the language of the amendment merely creates an exception to the obligation to indemnify and advance expenses under Section 7.1 of the Bylaws, but it does not explicitly eliminate the ability of the Company to indemnify directors and officers pursuant to the permissive indemnification provisions under RCW 23B.08.510 – .580. This interpretation would also align with Section 7.3 of the Bylaws, which states that the rights conferred in Article VII "shall not be exclusive of any other right which any person may have or hereafter acquire under *any statute*, provision of the Articles of Incorporation, bylaws, agreement, vote of shareholders or disinterested directors, or otherwise" (emphasis added).

As a result of the multiple, differing interpretations of the Proposal as described above, neither the shareholders voting on the Proposal, nor the Company in implementing the Proposal (if adopted), would be able to determine with any reasonable certainty exactly what actions or measures the Proposal requires or permits. When this is the case, the Staff has consistently permitted exclusion of shareholder proposals. *See, e.g., Motorola, Inc.* (Jan. 12, 2011) (excluding a proposal regarding retention of equity compensation payments by executives because of vague and indefinite terms which were subject to multiple interpretations); *Bank Mutual Corp.* (Jan. 11, 2005) (permitting exclusion of a proposal requesting that "a mandatory retirement age be established for all directors upon attaining the age of 72 years" because it was unclear whether the proponent intended the proposal to require all directors to retire after attaining the age of 72 where the plain language of the proposal would simply require that a retirement age be set upon a director attaining the age of 72); *Philadelphia Electric Co.* (July 30, 1992) (permitting exclusion of a shareholder proposal because it was subject to different interpretations and was so inherently vague and indefinite that neither the shareholders nor the company were able to determine with any reasonable certainty exactly what actions or measures the proposal required); *Exxon Corp.* (Jan. 29, 1992) (excluding a proposal restricting individuals who can be elected to the board of directors because undefined and inconsistent phrases are subject to differing interpretations both by shareholders voting on the proposal and the company's board in implementing the proposal, if adopted).

As in the cases covered in the Staff's No Action positions cited above, the Proposal in this case is open to multiple, differing interpretations and, as a result, is vague and indefinite. For example, take a case in which an officer of the Company was named in an Excluded Proceeding. What options would the Company's board of directors have in such a case? The Proposed Bylaw Amendment does not include an exception for mandatory officer indemnification conferred by RCW 23B.08.570(1), and therefore if the amendment is interpreted to preclude any other

indemnification per its stated intent, then it would also purportedly preclude mandatory indemnification for the officer even if wholly successful (on the merits or otherwise) in the defense of the Excluded Proceeding. On the other hand, if the Proposed Bylaw Amendment merely limits the Company's obligations to indemnify and advance expenses under Section 7.1 of the Bylaws but still allows the Company to indemnify and advance expenses consistent with mandatory indemnification provisions under RCW 23B.08.570(1) and the permissive indemnification provisions under RCW 23B.08.510 – .560, then the Company could presumably provide not only mandatory indemnification for the officer (i.e., if wholly successful on the merits or otherwise) but also indemnification and advancement of expenses pursuant to RCW 23B.08.570(2) even if the officer is not wholly successful in the defense of the Excluded Proceeding, which could potentially be to the same extent allowed prior to adoption of the Proposed Bylaw Amendment. As this example shows, it is unstated and unclear in the Proposed Bylaw Amendment what indemnification, if any, an officer would be entitled to in this situation.

Therefore, the Proposal is vague and indefinite because neither shareholders nor the Company would be able to determine with any reasonable certainty exactly what actions or measures the Proposal requires or permits. If the shareholders were to approve the Proposal, this inherent ambiguity makes it virtually certain that the Company would be unable to implement the Proposal in a manner consistent with the understanding of each shareholder, or even a majority of the shareholders, who voted for it.

D. The Proposed Bylaw Amendment is vague and indefinite when read in connection with the existing Bylaws.

The Proposed Bylaw Amendment included in the Proposal is a binding proposal, and if approved by the shareholders, would result in the Bylaws being amended in a way that would conflict with other existing Bylaw provisions.

Section 7.6 of the existing Bylaws provides that:

> No repeal, modification or amendment of or adoption of any provision inconsistent with, this Article VII . . . shall adversely affect any right or protection of any person granted pursuant hereto existing at, or with respect to any events that occurred prior to, the time of such repeal, amendment, adoption or modification.

Under the Proposed Bylaw Amendment included in the Proposal, the new clause excluding NLRB and NLRA-related proceedings from Section 7.1 becomes effective "upon adoption" and applies to "actions, threatened actions, suits or proceedings *commenced after that effective date*" (emphasis added). By contrast, Section 7.6 of the Bylaws states that no amendment shall adversely affect any right or protection *with respect to events that occurred prior to any amendment to Article VII* (emphasis added), of which both Section 7.1 and Section 7.6 are part. If approved, the Proposed Bylaw Amendment would conflict with Section 7.6 as to acts or omissions occurring prior to the adoption of the amendment to the extent any action "commenced after that effective date" related to conduct that occurred prior to the adoption of the amendment.

The Staff has permitted exclusion of proposals as vague and indefinite under Rule 14a-8(i)(3) when, as here, the proposal's implementation would create a direct conflict with the existing bylaws and the proposal does not address the conflict. In *USA Technologies, Inc.* (Mar. 27, 2013), the Staff permitted exclusion of a proposal that requested a policy that "the [c]hairman of the [b]oard be an independent director who has not served as an executive officer of the [c]ompany." The proposal directly conflicted with the company's existing bylaws, which specifically required that the company's chairman serve as its chief executive officer and therefore must serve as an executive officer of the company. Because the proposal did not address this conflict, it was unclear whether the board would have been required to follow the company's bylaws or the policy requested by the proposal. The Staff therefore concluded that "in applying this particular proposal to USA Technologies, neither shareholders nor the company would be able to determine with any reasonable certainty exactly what actions or measures the proposal require[d]" and, thus, granted relief to exclude the proposal under Rule 14a-8(i)(3) as vague and indefinite. *See also Staples, Inc.* (Apr. 13, 2012, recon. denied Apr. 19, 2012) (permitting exclusion under Rule 14a-8(i)(3) as vague and indefinite when the proposal sought to add a new bylaw provision that directly conflicted with an existing bylaw provision and the proposal did not address the conflict); *Bank Mutual Corp.* (Jan. 11, 2005) (permitting exclusion under Rule 14a-8(i)(3) as vague and indefinite when the proposal relating to retirement age for directors directly conflicted with an existing bylaw provision and the proposal did not address the conflict).

The Proposal is vague and indefinite because (i) neither the shareholders voting on the Proposal, nor the Company in implementing the Proposal (if adopted), would be able to determine with any reasonable certainty exactly what actions or measures the Proposal requires or permits and (ii) the Proposed Bylaw Amendment included in the Proposal conflicts with other Bylaw provisions. Accordingly, the Company may properly exclude the Proposal from its 2024 Proxy Materials in reliance on Rule 14a-8(i)(3).

II. The Proposal May Be Excluded Under Rule 14a-8(i)(2) Because The Proposal Would, If Implemented, Cause The Company To Violate Washington Law.

The Company believes it may properly exclude the Proposal from its 2024 Proxy Materials in reliance on Rule 14a-8(i)(2). As discussed further below and in the legal opinion regarding Washington law from Perkins Coie LLP, attached as Exhibit D hereto (the "***Legal Opinion***"), the Proposed Bylaw Amendment included in the Proposal would cause the Company to violate provisions of the WBCA and breach its existing contractual obligations under the Bylaws.

A. Background.

The Company believes it may properly exclude the Proposal from its 2024 Proxy Materials in reliance on Rule 14a-8(i)(2). As a public company incorporated in Washington, the Company is subject to the WBCA. The Proposal would, if implemented, cause the Company to violate the WBCA.

The Staff has consistently permitted the exclusion of shareholder proposals where the implementation of the proposal would cause the company to violate governing state law. *See, e.g.,*

Alaska Air Group, Inc. (Mar. 20, 2023) (concurring with exclusion under Rule 14a-8(i)(2) of a shareholder proposal requesting that the board of directors take the steps necessary to permit written consent by the shareholders and enable both street name and non-street name shareholders to formally participate in acting by written consent because implementation of the proposal would violate Delaware law); *Anthem, Inc.* (Mar. 21 , 2022) (concurring with exclusion under Rule 14a-8(i)(2) of a shareholder proposal requesting that the board of directors take the necessary steps to permit written consent by shareholders entitled to cast the minimum number of votes necessary to authorize the action at a meeting where Indiana law prohibited action by less than unanimous written consent for corporations with a class of voting shares registered under Section 12 of the Exchange Act); *Goldman Sachs Group, Inc.* (Feb. 1, 2016) (concurring with exclusion under Rule 14a-8(i)(2) of a shareholder proposal requesting that the company reform the compensation committee to include outside experts from the general public, besides members of the board of Directors, in violation of Delaware law). *See also, Dominion Resources, Inc.* (Jan. 14, 2015); *Abbott Laboratories* (Feb. 1, 2013); *IDACORP, Inc.* (Mar. 13, 2012); and *Johnson & Johnson* (Feb. 16, 2012).

B. The Proposal would, if implemented, cause the Company to violate the WBCA.

The Proposal would amend the Bylaws to limit indemnification in the specified circumstances "effective upon adoption and apply only to actions, threatened actions, suits or proceedings commenced after that effective date." If adopted, the Company would be restricted from providing indemnification in connection with future Excluded Proceedings, even to the extent that such proceedings relate to an act or omission of a director, officer, or other persons covered by Section 7.1 of the Bylaws that occurred prior to the adoption of the Proposed Bylaw Amendment.

Under RCW 23B.08.603, a Bylaw amendment that purports to eliminate or impair the right to indemnification or advancement of expenses available to directors, officers, employees or agents for acts or omissions that occurred prior to the Bylaw amendment would be unlawful. RCW 23B.08.603 provides that:

> The right of a director, officer, employee, or agent to indemnification or to advancement of expenses arising under a provision in the articles of incorporation or a bylaw shall not be eliminated or impaired by an amendment to or repeal of that provision after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement of expenses under that provision is sought.

The inconsistency between the language of the Proposed Bylaw Amendment as to its effectiveness and the requirements of RCW 23B.08.603 would render the Proposed Bylaw Amendment as unlawful under the WBCA.[3]

[3] Although RCW 23B.02.060 provides that the "bylaws of a corporation may contain any provision for managing the business and regulating the affairs of the corporation," this flexibility is subject to limits: a bylaw provision is valid only "*to the extent the provision does not . . . otherwise conflict with this title or any other law*. . ." (emphasis added).

The Staff has previously concurred with exclusion of proposals similarly seeking to limit indemnification rights where such amendments would cause the company to violate state law. For example, in *Farmer Bros.* (Sept. 29, 2006), the SEC found that there was a basis under Rule 14a-8(i)(2) for excluding a proposal seeking to limit indemnification rights in proceedings relating to the Investment Company Act of 1940 because it would violate state law. *See also JPMorgan Chase* (Feb. 22, 2012) (concurring with exclusion of a proposal on Rule 14a-8(i)(2) grounds that would require the board of directors to, among other things, amend the bylaws to limit indemnification for directors and officers); *Bank of America Corp.* (Feb. 23, 2012) (same).

For these reasons, which are explained in greater detail in the Legal Opinion, the Proposal, if implemented, would violate the WBCA. Accordingly, the Company believes it may properly exclude the Proposal from its 2024 Proxy Materials in reliance on Rule 14a-8(i)(2).

C. The Proposal would, if adopted, cause the Company to violate state law by breaching existing contractual obligations under the Bylaws.

The rights to indemnification and advancement of expenses under Section 7.1 of the Bylaws are contractual in nature. Specifically, the Bylaws state that "[t]he right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition." Current and former directors, officers and others that are covered by Section 7.1, who have relied on the protection afforded by Section 7.1, therefore have an existing contractual right to indemnification and advancement of expenses for Excluded Proceedings. The Proposal seeks to unilaterally repeal these contractual rights and deny current and former directors and officers and other persons covered by Section 7.1 the benefit of such contractual rights.

On numerous occasions, the Staff has permitted the exclusion of shareholder proposals pursuant to Rule 14a-8(i)(2) if the proposals would cause the company to violate state law by breaching an existing contract. For example, in *Elevance Health, Inc.* (Feb. 15, 2019), the Staff concurred with the exclusion under 14a-8(i)(2) of a shareholder proposal that requests changes to a company's board structure where the Company had contractual obligations to maintain its board structure. *See also Anthem, Inc.* (Mar. 4, 2015); *WMIH Corp*. (Mar. 9, 2017); *JPMorgan Chase & Co.* (Feb. 22, 2012); *Vail Resorts, Inc.* (Sept. 16, 2011); *General Electric Co.* (Dec. 31, 2009); *Bank of America Corp.* (Feb. 26, 2008); *Hudson United Bancorp* (Mar. 2, 2005); *NetCurrents, Inc.* (June 1, 2001); *Sensar Corp.* (May 14, 2001); *Whitman Corp.* (Feb. 15, 2000); *BankAmerica Corp.* (Feb. 24, 1999).

In this instance, the contractual right conferred by the Company's Bylaws to current and former directors, officers and other persons covered by Section 7.1 would be altered in violation of state law if the Proposal were implemented. The contractual right in Section 7.1 is reinforced by the language in Section 7.6, which further provides that:

> No repeal, modification or amendment of or adoption of any provision inconsistent with, this Article VII . . . shall adversely affect any right or protection of any person granted pursuant hereto existing at, or with respect to any events that occurred prior to, the time of such repeal, amendment, adoption or modification.

The Proposed Bylaw Amendment, if adopted, would "adversely affect" rights existing at the time of the amendment as to persons who serve or previously served as directors, officers and other specified roles at the time of the amendment. The Proposed Bylaw Amendment as written, therefore, would conflict with Section 7.6 of the Bylaws and require the Company to breach its existing contractual obligations to such persons.

For these reasons, which are explained in greater detail in the Legal Opinion, the Proposal, if implemented, would violate Washington law. Accordingly, the Company believes it may properly exclude the Proposal from its 2024 Proxy Materials in reliance on Rule 14a-8(i)(2).

D. The Proponent should not be given the opportunity to revise the Proposal.

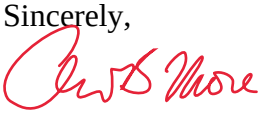
As stated in *Staff Legal Bulletin No. 14* (CF) (July 13, 2001) ("***SLB 14***"), there is no provision in Rule 14a-8 that allows a shareholder to revise a proposal or supporting statement, but the Staff has permitted a proponent to revise a proposal when the revisions are "minor in nature" and "do not alter the substance of the proposal." That would not be the case here. Any revisions to the Proposal to correct the Proposed Bylaw Amendment's conflict with the WBCA or to avoid a breach of the Company's existing contractual obligations under the Bylaws (for example, changes as to whom and when the Proposed Bylaw Amendment would apply) would substantively alter the Proposal as submitted, and therefore would not be minor in the context of this binding Bylaw amendment. The Staff in SLB 14 noted that it may also allow revisions so that a proposal "applies only to the company's future contractual obligations." However, in this context such change would still require substantive alterations to the Proposal that are not minor in nature. Even if changes were proposed to avoid a violation of Washington law or a breach the Company's existing contractual indemnification obligations, the Proposal would still suffer from being vague and indefinite because it is open to multiple, differing interpretations such that the shareholders would not have a clear understanding of what they are being asked to approve, nor would the board of directors have a clear understanding of how to apply the amended Bylaw in the context of Article VII of the Bylaws as a whole or the requirements of the WBCA. Significant revisions to the Proposal would be required to eliminate the Proposal's vagueness and indefiniteness and would substantively alter the Proposal as submitted. Therefore, the Company does not believe that it would be in accordance with the Staff precedent to allow revision of the Proposal.

CONCLUSION

Based upon the foregoing analysis, Starbucks respectfully requests that the Staff concur that it will take no action if Starbucks excludes the Proposal from its 2024 Proxy Materials.

We would be happy to provide you with any additional information and answer any questions that you may have regarding this subject. Correspondence regarding this letter should be sent to AMoore@perkinscoie.com. If we can be of any further assistance in this matter, please do not hesitate to call me at (206) 359-8649 or my colleague Eric DeJong at (206) 359-3793.

Sincerely,



Andrew Moore
Perkins Coie LLP

Enclosures

cc: Josh Gaul, Managing Director and Assistant Corporate Secretary,
Starbucks Corporation

Tejal Patel, Executive Director
SOC Investment Group

Exhibit A

Proposal

Resolved: The stockholders hereby amend Section 7.1 of Article VII of the bylaws by adding the following at the end thereof:

"This section shall not apply, however, if any person to whom this section would otherwise apply is named in an action or threatened action, suit or proceeding, whether civil, criminal, or administrative or investigative, undertaken by the National Labor Relations Board, or undertaken by any other actor pursuant to or entailing alleged violations of the National Labor Relations Act, unless so ordered by a court or as mandated by RCW 23B.08.520 or by the Articles of Incorporation.

"This bylaw shall be effective upon adoption and apply only to actions, threatened actions, suits or proceedings commenced after that effective date."

SUPPORTING STATEMENT

Starbucks trumpets its support for its workforce and labor rights. In its Global Human Rights Statement, Starbucks states, "We adhere to ILO Core Labor Standards, including…freedom of association, participation in collective bargaining and just and favorable conditions of work…"

However, Starbucks' record does not match this public commitment. From early 2021 through September 2023, data from the National Labor Relations Board (the "Board") indicate that there are:

- Hundreds of open unfair labor practice charges involving Starbucks filed by the company's workers or their representatives.
- Over 100 complaints filed against Starbucks by the Board covering hundreds of alleged violations of the National Labor Relations Act (the "Act").
- 29 decisions by the Board's administrative law judges finding Starbucks to be in violation of the Act, covering over 250 separate violations, including at least 30 wrongful terminations.[1]
- 2 injunctions issued by federal judges requiring Starbucks to rehire illegally terminated workers.[2]

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[1] Cases heard by the Board's administrative law judges are final unless appealed to the Board and to court.

[2] https://www.nlrb.gov/news-outreach/news-story/nlrb-region-7-detroit-wins-injunction-requiring-starbucks-to-rehire; https://www.nlrb.gov/news-outreach/news-story/nlrb-region-15-wins-injunction-requiring-starbucks-to-rehire-seven

In these cases, Starbucks has been accused of violating its workers' rights through various tactics, including retaliatory firings and other disciplinary measures; threats and intimidation; store closings; refusing to bargain; surveillance; and discriminating against unionized workers by withholding benefits given to non-unionized workers. Federal administrative judges have ruled that Starbucks has committed "egregious and widespread misconduct"[3] and described Starbucks' practices as being "designed to unlawfully derail the union's protected organizing campaign."[4]

This record suggests a lack of adequate oversight by the board of directors and executives. As a result, the company has found itself enmeshed in needless controversies and inundated with negative press coverage.

We believe that directors and executives need a more powerful incentive to monitor and guide the company's practices more actively. The proposed amendment seeks to modify the current indemnification available to directors, officers and others in any matters alleging violations of the Act, including not only administrative cases, but civil or criminal litigation alleging violations of the Act. The amendment is to be implemented consistent with applicable mandatory indemnification provisions.

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[3] https://www.cbsnews.com/news/starbucks-violated-worker-rights-union-fight-labor-judge/

[4] https://www.law360.com/employment-authority/articles/1724569/starbucks-must-rehire-worker-rerun-union-vote-in-st-louis

Exhibit B

Bylaws and WBCA Statutory Provisions

EXHIBIT B

Bylaw Excerpt

ARTICLE VII

INDEMNIFICATION

Section 7.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, or administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or, being or having been such a director, officer, or an employee or agent, he or she is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer of the Corporation, or of such other entity, shall be indemnified and held harmless by the Corporation to the full extent authorized by the WBCA or other applicable law, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors, and administrators; provided, however, that except as provided in Section 7.2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of (a) a written affirmation of the director's or officer's good faith belief that the person has met the standard of conduct described in RCW 23B.08.510 and (b) an undertaking, by or on behalf of such director or officer of the Corporation, or a director, officer, employee, or agent of the Corporation as to service as a director or officer with such other entities, to repay all amounts so advanced if it shall ultimately be determined that such director, officer, employee, or agent is not entitled to be indemnified under this Section 7.1 or otherwise.

Section 7.2 Right of Claimant To Bring Suit. If a claim under Section 7.1 of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the Corporation to

recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation) and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of, or reimbursement or advancement, of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 7.3 Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of shareholders or disinterested directors, or otherwise.

Section 7.4 Insurance Contracts and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability, or loss under the WBCA. The Corporation may enter into contracts with any director, officer, employee, or agent of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 7.5 Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the WBCA or otherwise. The provisions of this Section 7.5 shall not limit the rights of employees and agents of the Corporation who serve as officers or directors of other entities at the request of the Corporation pursuant to Section 7.1.

Section 7.6 Amendments. No repeal, modification or amendment of, or adoption of any provision inconsistent with, this Article VII, nor, to the fullest extent permitted by applicable law, any modification of law, shall adversely affect any right or protection of any

person granted pursuant hereto, existing at, or with respect to any events that occurred prior to, the time of such repeal, amendment, adoption or modification.

EXHIBIT B

WBCA Excerpt

RCW 23B.08.500 Indemnification definitions. For purposes of RCW 23B.08.510 through 23B.08.600:

(1) "Corporation" includes any domestic or foreign predecessor entity of a corporation in a merger or other transaction in which the predecessor's existence ceased upon the effective date of the transaction.

(2) "Director" means an individual who is or was a director of a corporation or an individual who, while a director of a corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A director is considered to be serving an employee benefit plan at the corporation's request if the director's duties to the corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(3) "Expenses" include counsel fees.

(4) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

(5) "Official capacity" means: (a) When used with respect to a director, the office of director in a corporation; and (b) when used with respect to an individual other than a director, as contemplated in RCW 23B.08.570, the office in a corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation. "Official capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

(6) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(7) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal. [2009 c 189 § 28; 1989 c 165 § 105.]

RCW 23B.08.510 Authority to indemnify. (1) Except as provided in subsection (4) of this section, a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if:

(a) The individual acted in good faith; and

(b) The individual reasonably believed:

(i) In the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and

(ii) In all other cases, that the individual's conduct was at least not opposed to its best interests; and

(c) In the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

(2) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (1)(b)(ii) of this section.

(3) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(4) A corporation may not indemnify a director under this section:

(a) In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or

(b) In connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

(5) Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding. [1989 c 165 § 106.]

RCW 23B.08.520 Mandatory indemnification. Unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. [1989 c 165 § 107.]

RCW 23B.08.530 Advance for expenses. (1) A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(a) The director delivers to the corporation an executed written affirmation of the director's good faith belief that the director has met the standard of conduct described in RCW 23B.08.510; and

(b) The director delivers to the corporation an executed written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct.

(2) The undertaking required by subsection (1)(b) of this section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

(3) Authorization of payments under this section may be made by provision in the articles of incorporation or bylaws, by resolution adopted by the shareholders or board of directors, or by contract. [2020 c 57 § 63; 1989 c 165 § 108.]

RCW 23B.08.540 Court-ordered indemnification. Unless a corporation's articles of incorporation provide otherwise, a director of a corporation who is a party to a proceeding may apply for indemnification or advance of expenses to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order indemnification or advance of expenses if it determines:

(1) The director is entitled to mandatory indemnification under RCW 23B.08.520, in which case the court shall also order the corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification;

(2) The director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in RCW 23B.08.510 or was adjudged liable as described in RCW 23B.08.510(4), but if the director was adjudged so liable the director's indemnification is limited to reasonable expenses incurred unless the articles of incorporation or a bylaw, contract, or resolution approved or ratified by the shareholders pursuant to RCW 23B.08.560 provides otherwise; or

(3) In the case of an advance of expenses, the director is entitled pursuant to the articles of incorporation, bylaws, or any applicable resolution or contract, to payment or reimbursement of the director's reasonable expenses incurred as a party to the proceeding in advance of final disposition of the proceeding. [1989 c 165 § 109.]

RCW 23B.08.550 Determination and authorization of indemnification. (1) A corporation may not indemnify a director under RCW 23B.08.510 unless approved in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in RCW 23B.08.510.

(2) The determination shall be made:

(a) By the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(b) If a quorum cannot be obtained under (a) of this subsection, by majority vote of a committee duly designated by the board of directors, in which designation directors who are parties may participate, consisting solely of two or more directors not at the time parties to the proceeding;

(c) By special legal counsel:

(i) Selected by the board of directors or its committee in the manner prescribed in (a) or (b) of this subsection; or

(ii) If a quorum of the board of directors cannot be obtained under (a) of this subsection and a committee cannot be designated under (b) of this subsection, selected by majority vote of the full board of directors, in which selection directors who are parties may participate; or

(d) By the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

(3) Approval of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the

determination is made by special legal counsel, approval of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (2)(c) of this section to select counsel. [2009 c 189 § 29; 1989 c 165 § 110.]

RCW 23B.08.560 Shareholder authorized indemnification and advancement of expenses. (1) If authorized by the articles of incorporation, a bylaw adopted or ratified by the shareholders, or a resolution adopted or ratified, before or after the event, by the shareholders, a corporation shall have power to indemnify or agree to indemnify a director made a party to a proceeding, or obligate itself to advance or reimburse expenses incurred in a proceeding, without regard to the limitations in RCW 23B.08.510 through 23B.08.550, provided that no such indemnity shall indemnify any director from or on account of:

(a) Acts or omissions of the director finally adjudged to be intentional misconduct or a knowing violation of law;

(b) Conduct of the director finally adjudged to be in violation of RCW 23B.08.310; or

(c) Any transaction with respect to which it was finally adjudged that such director personally received a benefit in money, property, or services to which the director was not legally entitled.

(2) Unless the articles of incorporation, or a bylaw or resolution adopted or ratified by the shareholders, provide otherwise, any determination as to any indemnity or advance of expenses under subsection (1) of this section shall be made in accordance with RCW 23B.08.550. [1989 c 165 § 111.]

RCW 23B.08.570 Indemnification of officers, employees, and agents. Unless a corporation's articles of incorporation provide otherwise:

(1) An officer of the corporation who is not a director is entitled to mandatory indemnification under RCW 23B.08.520, and is entitled to apply for court-ordered indemnification under RCW 23B.08.540, in each case to the same extent as a director;

(2) The corporation may indemnify and advance expenses under RCW 23B.08.510 through 23B.08.560 to an officer, employee, or agent of the corporation who is not a director to the same extent as to a director; and

(3) A corporation may also indemnify and advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with law, that may be provided by its articles of incorporation, bylaws, general or specific action of its board of directors, or contract. [1989 c 165 § 112.]

RCW 23B.08.580 Insurance. A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by the individual in that capacity or arising from the

individual's status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify the individual against the same liability under RCW 23B.08.510 or 23B.08.520. [1989 c 165 § 113.]

RCW 23B.08.603 Indemnification or advance for expenses—Later amendment or repeal of subject provision. The right of a director, officer, employee, or agent to indemnification or to advancement of expenses arising under a provision in the articles of incorporation or a bylaw shall not be eliminated or impaired by an amendment to or repeal of that provision after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement of expenses under that provision is sought, unless the provision in effect at the time of such an act or omission explicitly authorizes the elimination or impairment of the right after such an action or omission has occurred. [2011 c 328 § 9.]

RCW 23B.02.060 Bylaws. (1) The incorporators or board of directors of a corporation must adopt initial bylaws for the corporation.

(2) The bylaws of a corporation may contain any provision for managing the business and regulating the affairs of the corporation to the extent the provision does not infringe upon or limit the exclusive authority of the board of directors under RCW 23B.08.010(2)(b) or otherwise conflict with this title or any other law, the articles of incorporation, or a shareholders' agreement authorized by RCW 23B.07.320. [2020 c 194 § 3; 2011 c 328 § 1; 2009 c 189 § 5; 1989 c 165 § 31.]

Exhibit C

Proponent Letter

SOC INVESTMENT GROUP

UNITING WORKERS' CAPITAL

September 27, 2023

Via UPS

Starbucks Corporation
Attn: Corporate Secretary
2401 Utah Avenue South, Mail Stop S-LA1,
Seattle, Washington 98134

Re: Shareholder proposal for 2024 Annual Shareholder Meeting

Dear Corporate Secretary,

The SOC Investment Group is submitting the attached proposal (the "Proposal") pursuant to the Securities and Exchange Commission's Rule 14a-8 to be included in the proxy statement of Starbucks Corporation (the "Company") for its 2024 annual meeting of shareholders.

The SOC Investment Group has continuously beneficially owned, for at least 3 years as of the date hereof, at least $2,000 worth of the Company's common stock. Verification of this ownership will be sent under separate cover. The SOC Investment Group intends to continue to hold such shares through the date of the Company's 2024 annual meeting of shareholders.

The Proposal requests that stockholders adopt a bylaw amendment that is intended to exclude from indemnification instances where persons covered under Section 7.1 of Article VII of the Company's bylaws are named in actions pursued by the National Labor Relations Board or undertaken by other actors pursuant to alleged violations of the National Labor Relations Act, consistent with mandatory indemnification provisions. We support this proposal because we believe Starbucks' directors and executives need a more powerful incentive to monitor and guide the Company's practices more actively.

The SOC Investment Group is available to meet with the Company via teleconference on October 12, 2023 from 2:30-4:30pm and October 17, 2023 from 3-5 pm eastern. Please contact me at [redacted] or [redacted] to schedule a meeting, or with any questions.

Sincerely,

T. K. Patel

Tejal Patel
Executive Director
SOC Investment Group

Exhibit D

Legal Opinion of Perkins Coie LLP

PERKINSCOIE

1201 Third Avenue
Suite 4900
Seattle, WA 98101-3099

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PerkinsCoie.com

November 3, 2023

Starbucks Corporation
2401 Utah Avenue South
Seattle, WA 98134

Re: Shareholder Proposal Submitted by SOC Investment Group

Ladies and Gentlemen:

We have acted as special Washington counsel to Starbucks Corporation, a Washington corporation (the "***Company***"), in connection with the proposal (the "***Proposal***") submitted by SOC Investment Group (the "***Proponent***") which the Proponent has submitted pursuant to Securities and Exchange Commission ("***SEC***") Rule 14a-8 to be included in the Company's proxy statement for its 2024 Annual Meeting of Shareholders ("***Annual Meeting***"). In connection with this, you have requested our opinion as to certain matters under the Washington law.

A. Documents and Matters Examined; Assumptions

In connection with this opinion letter, we have examined originals or copies of such documents, records, certificates of public officials, and certificates of officers and representatives of the Company and others, as we have considered necessary to provide a basis for the opinions expressed herein, including the following:

A-1 the Restated Articles of Incorporation of the Company as filed with the Secretary of State of the State of Washington on March 26, 2015;

A-2 the Amended and Restated Bylaws of the Company, as amended and restated through March 17, 2021 (the "***Bylaws***");

A-3 the Proposal; and

A-4 a letter from Perkins Coie LLP to the Office of Chief Counsel of the SEC's Division of Corporation Finance dated November 3, 2023 regarding the Proposal (the "***No Action Letter Request***").

With respect to the foregoing documents, we have assumed: (i) the authenticity of all documents submitted to us as originals; (ii) the conformity to authentic originals of all documents submitted to us as copies; (iii) the genuineness of all signatures and the legal capacity of natural persons; and (iv) that the foregoing documents, in the forms thereof submitted to us for our review, have not been and will not be altered or amended in any respect material to our opinion as expressed herein. We have not reviewed any document other than the documents listed above for purposes of rendering this opinion, and we assume that there exists no provision of any such other document that bears upon or is inconsistent with our opinion as expressed herein. In addition, we have conducted no independent factual investigation of our own but rather have relied solely on the foregoing documents, the statements and information set forth therein and the additional factual matters recited or assumed herein, all of which we assume to be true, complete and accurate in all material respects.

B. The Proposal

As a corporation incorporated in the State of Washington, the Company is governed by the Washington Business Corporation Act ("***WBCA***"), Title 23B of the Revised Code of Washington ("***RCW***").

The Proposal concerns a proposed amendment to Section 7.1 of the Company's Bylaws. The full text of Article VII of the Bylaws (including Section 7.1) in its current form is set forth as Exhibit A to this opinion letter. Pursuant to Section 7.1 of the Bylaws, a person who is or was made a party to "any actual or threatened action, suit or proceeding" by reason of the fact that he or she (i) is or was a director or officer of the Company or (ii) is or was a director, officer, employee or agent of the Company serving at the Company's request as a director or officer of another entity or employee benefit plan (whether the basis of such proceeding is alleged action in an official or in any other capacity while so serving) (hereinafter referred to as a "***covered person***") is entitled to indemnification by the Company "*to the full extent authorized by the WBCA or other applicable law*" (emphasis added). In such cases, the Company is obligated to indemnify the covered person "against all expense, liability, and loss . . . incurred or suffered by such person in connection" with such proceeding. Moreover, the covered person is entitled to advancement of expenses incurred in defending any such proceeding if he or she delivers a written affirmation of his or her good faith belief that the applicable standard of conduct set forth in Section 23B.08.510 of the WBCA was met and an undertaking to repay any expenses advanced if it is ultimately determined that he or she is not entitled to indemnification under Section 7.1. Section 7.1 provides that the right to indemnification "shall continue as to a person who has ceased to be a director or officer" and therefore applies both to current and former directors and officers. The right to indemnification under Section 7.1 is explicitly referred to as a "contract right."

Pursuant to the Proposal, the Company's shareholders would be requested to adopt the following amendment to Section 7.1 of the Bylaws (the "***Proposed Bylaw Amendment***"):

> "This section shall not apply, however, if any person to whom this section would otherwise apply is named in an action or threatened action, suit or proceeding,

whether civil, criminal, or administrative or investigative, undertaken by the National Labor Relations Board, or undertaken by any other actor pursuant to or entailing alleged violations of the National Labor Relations Act, unless so ordered by a court or as mandated by RCW 23B.08.520 or by the Articles of Incorporation.

This bylaw shall be effective upon adoption and apply only to actions, threatened actions, suits or proceedings commenced after that effective date."

We have been advised that the Company is considering excluding the Proposal from the Company's proxy statement for the Annual Meeting under, among other reasons, Rule 14a-8(i)(2) promulgated under the Securities Exchange Act of 1934, as amended. Rule 14a-8(i)(2) provides that a registrant may omit a proposal from its proxy statement when "the proposal would, if implemented, cause the company to violate any state, federal, or foreign law to which it is subject." In this connection, you have requested our opinion as to whether the Proposal, if implemented, would violate Washington law.

C. Opinions

Based on the foregoing and subject to the qualifications and exclusions stated below, we express the following opinions:

C-1 **If implemented, the Proposed Bylaw Amendment would violate Section 23B.08.603 of the WBCA.**

Pursuant to Section 7.1 of the Bylaws, the Company has committed to indemnify each covered person in connection with *any* proceeding to which such person is made a party by reason of the fact of that person's service. The Proposed Bylaw Amendment would narrow the scope of the Company's indemnification obligations under Section 7.1 of the Bylaws. In particular, if the Proposed Bylaw Amendment is adopted, the right of a covered person to indemnification (and/or advancement of expenses) under Section 7.1 "shall not apply" if he or she is "named in an action or threatened action, suit or proceeding, whether civil, criminal, or administrative and investigative, undertaken by the National Labor Relations Board, or undertaken by any other actor pursuant to or entailing alleged violations of the National Labor Relations Act." The Proposed Bylaw Amendment would create certain categories of proceedings (and threatened proceedings) to which the Company's indemnification and advancement of expenses obligations under Section 7.1 would no longer apply ("***Excluded Proceedings***"). The elimination of the right to indemnification and advancement of expenses would apply to any Excluded Proceeding "commenced after" adoption of the Proposed Bylaw Amendment.

Section 23B.08.603 of the WBCA provides that:

"The right of a director, officer, employee, or agent to indemnification or to advancement of expenses arising under a provision in the articles of incorporation

> or a bylaw *shall not be eliminated or impaired by an amendment to or repeal of that provision after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement of expenses under that provision is sought*, unless the provision in effect at the time of such an act or omission explicitly authorizes the elimination or impairment of the right after such an action or omission has occurred" (emphasis added).

Pursuant to Section 23B.08.603, the right of a corporate director, officer, employee or agent to indemnification or advancement of expenses under, *inter alia*, a bylaw provision vests by statute at the time the act or omission upon which a proceeding is based occurs. Unless the bylaw provision explicitly authorizes otherwise, Section 23B.08.603 prohibits the elimination or impairment of a right to indemnification set forth in a bylaw after the occurrence of the underlying act or omission and the Company's bylaws have no such provision that authorizes otherwise. However, under the Proposed Bylaw Amendment, if adopted, a covered person's rights to indemnification and advancement of expenses with respect to an Excluded Proceeding would be determined based on the time when the Excluded Proceeding is commenced, rather than the time the act or omission upon which a proceeding is based occurs. One effect of the last sentence of the Proposed Bylaw Amendment would be to deny a covered person indemnification under Section 7.1 with respect to an Excluded Proceeding commenced after the adoption of the Proposed Bylaw Amendment even if the act or omission that is the subject of the Excluded Proceeding occurred prior to such adoption. Although Section 23B.02.060 of the WBCA provides significant flexibility to include provisions in a corporation's bylaws "for managing the business and regulating the affairs of the corporation," a bylaw may not conflict with any other provision of the WBCA, including Section 23B.08.603. In our opinion, the Proposed Bylaw Amendment, if implemented, would impermissibly eliminate or impair the indemnification rights of covered persons in violation of Section 23B.08.603 of the WBCA and would therefore be invalid.

C-2 **If implemented, the Proposed Bylaw Amendment would breach the contract rights of covered persons in violation of Washington State Law.**

With one exception, Section 7.1 of the Bylaws currently obligates the Company to indemnify covered persons in connection with *any* proceeding to which they were made parties by reason of such service. The only exception to this obligation is for proceedings (or parts thereof) initiated by a covered person; in such cases, the Company's indemnification obligations do not apply unless the applicable proceeding (or part thereof) has been authorized by the Company's Board of Directors. Section 7.1 of the Bylaws also currently obligates the Company to pay expenses incurred in defending a proceeding for which a covered person is entitled to be indemnified in advance of the final disposition of such proceeding, subject to delivery of an affirmation that the covered person met the applicable standard of conduct described in Section 23B.08.510 of the WBCA and an undertaking to repay all amounts advanced if it is ultimately determined that the covered person was not entitled to indemnification under Section 7.1.

The effect of the Proposed Bylaw Amendment would be to eliminate the rights to indemnification and advancement of expenses with respect to Excluded Proceedings commenced after adoption of the Proposed Bylaw Amendment.

Section 7.6 of the Bylaws, which forms a part of the indemnification and advancement of expenses rights afforded under Article VII, provides (in pertinent part) that:

> "No repeal, modification or amendment of, or adoption of any provision inconsistent with, this Article VII . . . shall adversely affect any right or protection of any person granted pursuant hereto, *existing at . . . the time of such repeal, amendment, adoption or modification*." (emphasis added).

Delaware courts have found that a right to indemnification under a corporation's bylaws represents "a right conferred by contract, under statutory auspice." *See, e.g.,* Stifel Financial Corp. v. Cochran, 809 A.2d 555 (2002) (justifying application of the three-year statute of limitations for actions based on a promise). As noted in Goldberg Family Inv. Corp. v. Quigg, 184 Wash.App. 1019, 2014 WL 5465812, at *9 (2014), "[b]ecause the Delaware courts have significant experience with the law of business entities, the courts of this state often look to Delaware decisions as persuasive authority" (citing In re F5 Networks, Inc. Derivative Litig., 166 Wn. 2d 229, 239-40 (2009)); Sound Infiniti, Inc. v. Snyder, 169 Wn.2d 199, 209 (2010)). In our view, a Washington court would likely be persuaded by Delaware case law to treat the right to indemnification conferred on covered persons under Section 7.1 of the Bylaws as a contract right, particularly in light of the fact that Section 7.1 explicitly states that "[t]he right to indemnification conferred by this Section 7.1 shall be a *contract right*" (emphasis added). In any event, Washington courts apply general principles of contract law in interpreting articles of incorporation and bylaws. *See, e.g.* Davenport v. Elliot Bay Plywood Machines Co., 30 Wash.App. 152, 154 (1981) ("[I]n interpreting articles of incorporation and bylaws, we will apply general principles of contract law."); Roats v. Blakely Island Maintenance Com'n, Inc., 169 Wash. App. 263, 273 ("The governing documents of a corporation are interpreted according to accepted rules of contract interpretation.").

Under Washington law, a modification of a contract requires mutual assent – a valid offer and acceptance - supported by consideration separate from that of the original contract. *See, e.g.,* Dragt v. Dragt/DeTray, LLC, 139 Wash.App. 560, 571 (2007) (citing Wagner v. Wagner, 95 Wn.2d 94, 103 (1980)). The Company's covered persons have relied and continue to rely on the provisions of Article VII of the Bylaws in performing services for the Company (or, at the Company's request, for other entities or benefit plans). The Proposed Bylaw Amendment, if implemented, would unilaterally "adversely affect" the indemnification rights of covered persons existing under Section 7.1 of the Bylaws in its current form, in contravention of Section 7.6 of the Bylaws. In our opinion, the Proposed Bylaw Amendment, if implemented, would therefore cause the Company to breach its contractual indemnification obligations to such persons under Section 7.1 of the Bylaws in violation of Washington state law.

For purposes of expressing the opinions herein, (a) we have examined the laws of the State of Washington and (b) our opinions are limited to such laws. We have not reviewed, nor

are our opinions in any way predicated on an examination of, the laws of any other jurisdiction, and we expressly disclaim responsibility for advising you as to the effect, if any, that the laws of any other jurisdiction may have on the opinions set forth herein.

The opinions expressed herein (a) are limited to matters expressly stated herein, and no other opinions may be implied or inferred, including that we have performed any actions in order to provide the legal opinions and statements contained herein other than as expressly set forth, and (b) are as of the date hereof (except as otherwise noted above). We disclaim any undertaking or obligation to update these opinions for events and circumstances occurring after the date hereof (including changes in law or facts, or as to facts relating to prior events that are subsequently brought to our attention), or to consider their applicability or correctness as to persons or entities other than the addressees.

This opinion letter is being rendered only to you and is solely for your benefit in connection with the No Action Letter Request. This opinion letter may not be used or relied on for any other purpose or by any other person or entity without our prior written consent.

Very truly yours,

PERKINS COIE LLP

EXHIBIT A

Bylaw Excerpt

ARTICLE VII

INDEMNIFICATION

Section 7.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, or administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or, being or having been such a director, officer, or an employee or agent, he or she is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer of the Corporation, or of such other entity, shall be indemnified and held harmless by the Corporation to the full extent authorized by the WBCA or other applicable law, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors, and administrators; provided, however, that except as provided in Section 7.2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of (a) a written affirmation of the director's or officer's good faith belief that the person has met the standard of conduct described in RCW 23B.08.510 and (b) an undertaking, by or on behalf of such director or officer of the Corporation, or a director, officer, employee, or agent of the Corporation as to service as a director or officer with such other entities, to repay all amounts so advanced if it shall ultimately be determined that such director, officer, employee, or agent is not entitled to be indemnified under this Section 7.1 or otherwise.

Section 7.2 Right of Claimant To Bring Suit. If a claim under Section 7.1 of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the Corporation to

recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation) and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of, or reimbursement or advancement, of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 7.3 Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of shareholders or disinterested directors, or otherwise.

Section 7.4 Insurance Contracts and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability, or loss under the WBCA. The Corporation may enter into contracts with any director, officer, employee, or agent of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 7.5 Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the WBCA or otherwise. The provisions of this Section 7.5 shall not limit the rights of employees and agents of the Corporation who serve as officers or directors of other entities at the request of the Corporation pursuant to Section 7.1.

Section 7.6 Amendments. No repeal, modification or amendment of, or adoption of any provision inconsistent with, this Article VII, nor, to the fullest extent permitted by applicable law, any modification of law, shall adversely affect any right or protection of any

person granted pursuant hereto, existing at, or with respect to any events that occurred prior to, the time of such repeal, amendment, adoption or modification.