

**IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH**

SCHEARON STEWART, JOHN FRANZ, and
ROGER SULLIVAN, individually and on behalf of
all other similarly situated persons,

Plaintiffs,

vs.

2SGR VENTURES, LLC, an Oregon Limited
Liability Company, dba HERMISTON GROCERY
OUTLET; 3J2 GROCERS, INC., an Oregon
corporation, dba GROCERY OUTLET OF
LEBANON; 42LINE2, LLC, an Oregon Limited
Liability Company, dba GROCERY OUTLET OF
ALBANY, OR; 4WALSH VENTURES, LLC, an
Oregon Limited Liability Company, dba
GROCERY OUTLET OF TANASBOURNE; 929
HOFFMAN, INC., an Oregon Corporation, dba
EUGENE GROCERY OUTLET; ABBONDANZA
FRESCO CORPORATION, an Oregon corporation
dba OREGON CITY GROCERY OUTLET;
ADAM WOODFORD, dba GROCERY OUTLET
OF BAKER CITY; AISLE 7, LLC, an Oregon
Limited Liability Company, dba GROCERY
OUTLET OF MYRTLE CREEK; AJ GROCERS,
LLC, an Oregon Limited Liability Company, dba
GROCERY OUTLET OF PENDELTON;
ANDREA DEPAUL and NATHANIEL
MCLAUGHLIN, dba GROCERY OUTLET OF
COOS BAY; ANGELICA and GARY NIELSEN,
dba GROCERY OUTLET OF OAK GROVE;
BARNARD'S GO, INC., an Oregon corporation

Case No.

**COMPLAINT FOR EQUITABLE
RELIEF ONLY AND DEMAND FOR
JURY TRIAL**

CLASS ACTION; FILING FEE ORS
21.135(2)(a)

UNLAWFUL TRADE PRACTICES
ACT (ORS 646.608)

CLAIMS NOT SUBJECT TO
MANDATORY ARBITRATION

COMPLAINT AND DEMAND FOR JURY TRIAL

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1 dba SCAPPOOSE GROCERY OUTLET;
2 BEBOLD, LLC, an Oregon Limited Liability
3 Company dba THE GROCERY OUTLET OF
4 NEWBERG OREGON; BEE THE CHANGE,
5 LLC, an Oregon Limited Liability Company, dba
6 GROCERY OUTLET OF GRANTS PASS;
7 BRETT TURNER, dba LA PINE GROCERY
8 OUTLET; BRIAN BALDY, dba THE DALLES
9 GROCERY OUTLET; BRIAN SCHMICK, dba
10 DIVISION GO; CATHERINE and RICARDO
11 LINARES, dba ST. HELENS GROCERY
12 OUTLET; CODY MILLER, dba GROCERY
13 OUTLET OF THE DALLES; CROWSON
14 ENTERPRISES, INC., an Oregon corporation dba
15 STAYTON GROCERY OUTLET; DADCO, INC.,
16 an Oregon Corporation, dba GROCERY OUTLET
17 NEWPORT; DMS CAPITOL INCORPORATED,
18 an Oregon corporation dba SANDY GROCERY
19 OUTLET; DONNELLY GOBM, INC., an Oregon
20 corporation, dba MOLALLA GROCERY
21 OUTLET; ELIZABETH MUSIO, dba BEND
22 GROCERY OUTLET; ELIZABETH TAFEL, dba
23 GROCERY OUTLET; FRUGAL MASHERS,
24 LLC, an Oregon Limited Liability Company, dba
25 JUNCTION CITY GROCERY OUTLET; GO FAR
26 GROCERS, LLC, an Oregon Limited Liability
27 Company, dba HILLSBORO GROCERY OUTLET
28 STORE 104; GO HOLLYWOOD, INC., an Oregon
corporation, dba GROCERY OUTLET OF
HOLLYWOOD; GOFRESH, INC., an Oregon
corporation, dba GROCERY OUTLET OF KING
CITY; GRAYWALKER INCORPORATED, an
Oregon corporation, dba GROCERY OUTLET OF
WHITE CITY; GROCERY OUTLET OF SALEM,
INC., an Oregon corporation; HARTUNG, LLC, an
Oregon corporation and DOUGLAS HARTUNG,
dba GROCERY OUTLET OF KLAMATH FALLS;
HOGANS CUT RATE STORE,
INCORPORATED, an Oregon corporation, dba
GROCERY OUTLET SPRINGFIELD; I & E
FAMILY MARKET, INC., an Oregon Corporation,
dba CAVE JUNCTION GROCERY OUTLET;
JAMES HOFFMAN, dba SPRINGFIELD
GROCERY OUTLET; JAMIAR, LLC, an Oregon
Limited Liability Company dba VENETA
GROCERY OUTLET; JASON and SANDRA
THORNTON, dba DALLAS GROCERY

1 OUTLET; JE3R, LLC, an Oregon Limited Liability
2 Company, dba ONTARIO GROCERY OUTLET;
3 JEM VENTURES, INC., an Oregon corporation
4 dba TANASBOURNE GROCERY OUTLET;
5 JENSEN'S GROCERS LLC, an Oregon Limited
6 Liability Company dba SEASIDE OREGON
7 GROCERY OUTLET; JNRCM, INC., an Oregon
8 corporation, dba GROCERY OUTLET OF
9 LINCOLN CITY; JOSHUA HARSH, dba
10 BEAVERTON GROCERY OUTLET; JPBLGO,
11 LLC, an Oregon Limited Liability Company, dba
12 GROCERY OUTLET OF FLAVEL; KARTYL,
13 LLC, an Oregon Limited Liability Company, dba
14 GROCERY OUTLET OF BURNS; KEN
15 ADMIRE, dba GROCERY OUTLET OF
16 REDMOND; KEN and MINDY ADMIRE, dba
17 ROSEBURG GROCERY OUTLET; L & B
18 MARKETPLACE, LLC, an Oregon Limited
19 Liability Company, dba GROCERY OUTLET OF
20 FLORENCE; L2K4 CORPORATION, an Oregon
21 Corporation, dba GROCERY OUTLET OF EAST
22 SALEM; LITTLEMAN, LLC, an Oregon Limited
23 Liability Company, dba GROCERY OUTLET OF
24 SCAPPOSE; LOGAN FAMILY MARKET LLC,
25 an Oregon Limited Liability Company, dba KING
26 CITY GROCERY OUTLET; MC-KO, LLC, an
27 Oregon Limited Liability Company dba
28 PARKROSE GROCERY OUTLET; MJD
CANALE, INC., an Oregon corporation dba
PENDLETON GROCERY OUTLET; MOHO
ENTERPRISES, LLC, an Oregon Limited Liability
Company dba ST. JOHNS GROCERY OUTLET;
PANTER ENTERPRISES, INC., an Oregon
Corporation, dba BROOKINGS GROCERY
OUTLET; RODAR, LLC, an Oregon Limited
Liability Company, dba INDEPENDENCE
GROCERY OUTLET; SOMO, INC., an Oregon
corporation dba MCMINNVILLE GROCERY
OUTLET; SOWA ENTERPRISES, INC., dba
COTTAGE GROVE GROCERY OUTLET;
THIESSEN MARKETS INCORPORATED, an
Oregon corporation dba WINSTON GROCERY
OUTLET; THREECAVIES, LLC, an Oregon
Limited Liability Company, dba GROCERY
OUTLET OF GRESHAM and GROCERY
OUTLET OF MILWAUKIE; TIGARD, M.
SHAFER, INC., an Oregon corporation, dba

1 HAPPY VALLEY GROCERY OUTLET; TME,
2 LLC, an Oregon Limited Liability Company, dba
3 GROCERY OUTLET OF RAINIER; TRUTH
4 ENTERPRISES, LLC, an Oregon Limited Liability
5 Company dba RAINIER GROCERY OUTLET;
6 VERONANN, LLC, an Oregon Limited Liability
7 Company, dba MADRAS GROCERY OUTLET
8 and PRINEVILLE GROCERY OUTLET; W&L
9 FAMILY MARKET, INC., an Oregon Corporation,
10 dba GROCERY OUTLET OF HINES; ZACHARY
11 and CARLY TANHAEFF, dba GROCERY
12 OUTLET OF CORVALLIS; GROCERY OUTLET
13 INC., A CALIFORNIA CORPORATION, a
14 California corporation;

15 Defendants.

16 Plaintiffs allege:

17 PRELIMINARY STATEMENT

18 1.

19 This is an action for violation of the Unlawful Trade Practices Act, ORS 646.608 et seq.
20 (“UTPA”) and for equitable relief brought by Plaintiffs individually and on behalf of all similarly-
21 situated persons. Plaintiffs allege that Defendants engaged in transactions prohibited by ORS
22 646.608(1)(j), (ee), (u), ORS 646.883, ORS 646.885, and OAR 137-020-0010 in one or more ways.
23 After giving notice required by ORCP 32, Plaintiffs anticipate amending this Complaint to seek
24 damages for Plaintiffs and the putative Class.

25 INTRODUCTION

26 2.

27 This putative class action arises from a widespread and coordinated scheme by Grocery
28 Outlet Inc. and its affiliated Oregon operators to mislead consumers through the use of fictitious
“elsewhere” pricing. Defendants systematically advertised grocery items with inflated or

1 fabricated reference prices—purportedly representing competitor pricing—without identifying the
2 source of those comparisons, as required by Oregon law. These deceptive practices created the
3 illusion of significant savings, when in fact, consumers often paid the same or more than they
4 would have at other local retailers.

5
6 3.

7 Defendants' pricing strategy violate multiple provisions of Oregon's Unlawful Trade
8 Practices Act and related regulations, including prohibitions against false or misleading price
9 comparisons and requirements for transparency in advertising discounts. Plaintiffs, representing a
10 class of similarly situated Oregon consumers, seek injunctive and equitable relief to halt these
11 practices and hold Defendants accountable for the financial harm caused by their unlawful
12 conduct.

13
14 **PARTIES**

15 4.

16 Defendant Grocery Outlet Inc., A California Corporation, is a California corporation who
17 does business in Oregon through its branded grocery outlet locations. All other named Defendants
18 own and operate Grocery Outlet locations in various parts of Oregon where they sell grocery items
19 to Oregon consumers. Defendants collectively marketed and sold consumer grocery products to
20 residents of Oregon through a common and coordinated scheme of fake savings and fictitious
21 reference prices – suspiciously and vaguely stated as “Elsewhere” - in violation of Oregon laws.

22
23 5.

24 Plaintiffs are all Oregon residents who have shopped at Defendants' stores within the last
25 year. On May 10, 2025, Plaintiff Sullivan purchased several items from Defendants at a store in
26 Salem, Oregon. On May 12, 2025, Plaintiff Stewart purchased several items from Defendants at a
27 store in King City, Oregon. On May 15, 2025, Plaintiff Franz purchased several items from
28

1 Defendants in St. Johns, Oregon. In every instance, and like all the similarly-situated individuals
2 in this case, each Plaintiff was victimized by Defendants' scheme of fictitious reference prices,
3 which violate ORS 646.608(1)(j), (ee), (u), ORS 646.883, ORS 646.885, and OAR 137-020-0010.

4 **JURISDICTION AND VENUE**

5
6 6.

7 All of the Defendants conducted regular, sustained business in Oregon. In addition,
8 Defendants operate at least five stores in Multnomah County, Oregon such that venue is
9 appropriate there.

10 **OREGON'S REFERENCE PRICING LAW**

11 7.

12 Since 1976, Oregon law has protected consumer from the use of unfair and deceptive
13 reference pricing practices. Sellers are prohibited from selling goods by use of a reference price
14 unless an exception applies. OAR 137-020-0010(6). Relevant here:

- 15
- 16 A. OAR 137-020-0010(6)(c) requires that "[t]he reference price is stated or readily
17 ascertainable, and is a price at which an identified or identifiable competitor is or
18 has in the recent regular course of its business offered to make good faith sales of
19 the same or similar goods."
- 20 B. ORS 646.608(1)(j) prohibits the use of "false or misleading representations of fact
21 concerning the reasons for, existence of, or amounts of price reductions."
- 22 C. ORS 646.883(1) requires that when referencing the price of a competitor, "[t]he
23 seller clearly and conspicuously identif[y] in the advertisement the origin
24 [competitor's name] of the price that the seller is comparing to the seller's current
25 price."
26
- 27 D. ORS 646.885(2) mandates "[u]nless the seller states otherwise in the advertisement,
28

1 use of terms such as ‘discount,’ ‘_____ percent discount,’ ‘\$_____ discount,’
2 ‘_____ percent off’ and ‘\$_____ off’ shall be considered to identify the origin of
3 the price that the seller is comparing to the seller’s current price as the seller’s
4 former price....”

5 A seller’s failure to comply with these requirements violates the Unlawful Trade Practices Act,
6
7 ORS 646.608(1)(j), (ee), and (u).

8 CLASS ALLEGATIONS

9 8.

10 The Class consists of Oregon residents, who, within one year of the date of the filing of the
11 Complaint commencing this action purchased any grocery items from any of Defendants when
12 those items were being marketed through the use of fictitious reference prices. As to the Class, the
13 following are excluded: officers and directors of Defendants, attorneys for the Class, any judge
14 who sits on this case, any person who purchased grocery items through Defendants’ website or
15 mobile app, and any person who previously settled or adjudicated a claim involving a dispute over
16 the use of reference prices by Defendants that arose within one year of the date of the filing of
17 Plaintiffs’ Complaint.

18
19 9.

20 Based on information and belief, Plaintiffs estimate that there are well over 100,000 such
21 consumer purchasers within the class period. Members of the Class are so numerous that joinder
22 of all or most of them is impracticable. The exact number of members of the Class is unknown but
23 can be determined from the transaction records maintained by Defendants.

24
25 10.

26 Defendants’ illegal sales scheme works like this. Defendant Grocery Outlet Inc., a
27 California Corporation purchases overrun, closeout, or expiring grocery products in bulk, and then
28

1 consigns them to the other defendants, who sell those goods in the Oregon stores to Oregon
2 consumers. Defendants claim this “opportunistic” model allows them to sell groceries at a deep
3 discount and keep food out of landfills. Defendants claim to pass along billions in savings every
4 year to customers through this scheme. Defendants claim this model particularly helps its
5 customers who are at risk for food insecurity, which would include those who receive food
6 subsidies and whom most need to stretch their dollars to feed families in need.

8 11.

9 In reality, Defendants collectively conspire to sell these “opportunistic” and substandard
10 groceries to Oregon consumers through the illegal use of fictitious reference prices, which
11 Defendants vaguely refer to as “elsewhere.” The specific facts of Plaintiffs’ purchases show the
12 pervasive nature of the violations and how they impact all similarly situated Oregonians.

13 PLAINTIFFS’ PURCHASES

15 12.

16 On May 10, 2025, Plaintiff Sullivan purchased twenty-three items from Defendants in
17 Salem, Oregon. A copy of that receipt is pasted below, and it reveals multiple violations of the
18 reference pricing laws here in Oregon.



- 1 A. Again, one of the frozen items is not sold anywhere else in Oregon. Use of an
2 “elsewhere” price for a competitor that is not within the same geographic area is
3 prohibited by OAR 137-020-0010(6);
- 4 B. Eight of the items purchased are sold by a competitor within the same geographic
5 area; however, the competitor who allegedly sells at that “elsewhere” price is not
6 identified or identifiable which is prohibited by OAR 137-020-0010(6)(c);
- 7 C. Withing those eight items, the “elsewhere” price is fictitiously overstated making
8 it seem like customers are saving money when they are not, or barely so. For
9 example, the DiGiorno pizza that Plaintiff Stewart purchased was \$5.99 and the
10 “Elsewhere” price was falsely listed as \$8.99. But that same product was for sale at
11 Fred Meyers for \$3.99.

12 14.

13 On May 12, 2025, Plaintiff Franz purchased fourteen items from Defendants in St. Johns,
14 Oregon. A copy of that receipt is pasted below, and it reveals the identical violations of the
15 reference pricing laws sustained by the other plaintiffs and the proposed class.



- 1 A. Five of those items are not sold anywhere else in Oregon. Use of an “elsewhere”
2 price for a competitor that is not within the same geographic area is prohibited by
3 OAR 137-020-0010(6);
- 4 B. Six of the items purchased are sold by a competitor within the same geographic
5 area; however, the competitor who allegedly sells at that “elsewhere” price is not
6 identified or identifiable which is prohibited by OAR 137-020-0010(6)(c);
- 7 C. Of those same items, the “elsewhere” price is fictitiously overstated making it seem
8 like customers are saving money when they are not, or barely so. For example, the
9 pizza rolls that Plaintiff Franz purchased were \$4.99 and the “Elsewhere” price was
10 falsely listed as \$8.99. But those same pizza rolls were for sale at Fred Meyers for
11 \$3.49.

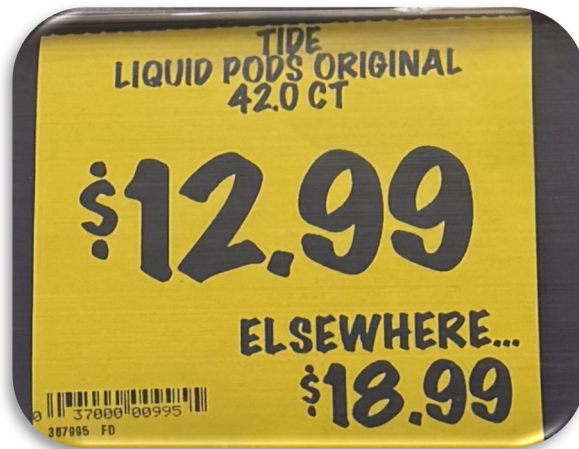
12 15.

13 The violations are rampant within the stores. For example, Tide pods at Grocery Outlet in
14 King City are sold for \$12.99 with a stated “elsewhere” price of \$18.99:

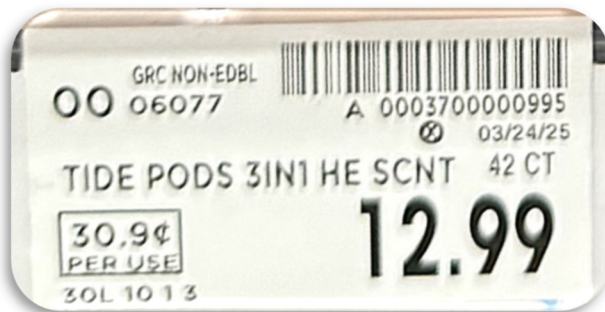


16.

First, there is no competitor in the same geographic area called “elsewhere” and the reference price use of that term is prohibited by Oregon law. Second, a survey of the grocery stores in the same geographic area shows the actual prices of that same product never approached \$18.99. Instead, at the nearest competitors it was priced for \$12.99 (Fred Meyers) and \$12.97 (Walmart):



Grocery Outlet



Fred Meyers



Walmart

By way of another example, Totino's Party Pizza at Grocery Outlet in Tigard are sold for \$1.99 with a stated "elsewhere" price of \$2.79. But a survey of the grocery stores in the same geographic area shows the actual prices of that same product never approached \$2.79. Instead, at the nearest competitors, it was priced at \$1.68 (WinCo) and \$1.97 (Walmart):



Grocery Outlet



WinCo



Walmart

18.

Fictitious “elsewhere” prices that do not identify the competitor which purportedly sells at that “elsewhere” price makes meaningful price comparison impossible and also minimizes Defendants’ exposure for their illegal scheme. The prices are either overstated, or worse, there is no other competitor selling that item at all. Legally compliant reference pricing identifies the source of the price:



Grocery Outlet’s Illegal Reference Pricing

Legally Compliant Reference Pricing

19.

And the scheme gets worse. Defendants violate a completely separate consumer protection statute in the weekly advertisements. Below on the left, Defendants’ advertisement falsely refers to savings stated as “Save up to 46%.”



1 But that statement of discount is not based on defendants' previous selling price as is specifically
2 required by ORS 646.885(2). Instead, it is mathematically derived from the already fictitious
3 "elsewhere" price of \$6.99: Since the "elsewhere" price is by definition a competitors' price, it is
4 not legally permissible for defendants to also use that already fictitious price as defendants
5 previous selling price - they are mutually exclusive definitions.

6 20.

7 Finally, the entire coordinated, collective, and integrated scheme of fictitious reference
8 prices contain false statements of fact about the existence or amount such price reductions in
9 violation of ORS 646.608(j). Each of the Plaintiffs' receipts contains a false statement of the
10 amount of price savings that is based on the fictitious "elsewhere" prices. For example, while
11 Plaintiff Franz' receipt states that he saved \$36.30 by shopping at Grocery Outlet, he paid \$1.00
12 more for his identified items than if he had shopped at Fred Meyers.

13 21.

14 There are questions of fact and law common to the Class, in that each Class member has
15 suffered an ascertainable loss as a direct result of Defendants' illegal sales. Common questions of
16 law and fact predominate over any questions affecting only individual Class members. Common
17 questions include:

- 18 A. Whether Defendants sold grocery products through reference to fictitious
19 "elsewhere" prices in violation of OAR 137-020-0010(6)(c);
- 20 B. Whether Defendants' "elsewhere" prices failed to identify any competitor which
21 was selling at that "elsewhere" price in violation of OAR 137-020-0010 (6)(c);
- 22 C. Whether Defendants failed to identify the origin of the "elsewhere" prices in
23 violation of ORS 646.883(1);
- 24 D. Whether Defendants use of "elsewhere" prices in calculating its "up to XX% off"
25 is in violation of ORS 646.885(2)
- 26 E. Whether Defendants made false or misleading representations of fact about the
27 existence of or amount of price reductions in violation of ORS 646.608(1)(j);

- 1 F. Whether Defendants' failure to comply with the various provisions of ORS
2 646.883, ORS 646.885 and OAR 137-020-0010 gives rise to a claim under the
3 Unlawful Trade Practices Act, ORS 646.608(1)(j), (ee), and (u);
- 4 G. Whether Plaintiffs and the Class members are entitled to equitable relief; and
- 5 H. Whether Plaintiffs and the Class members are entitled to recover attorneys' fees
6 and costs for violation of the Unlawful Trade Practices Act, as set forth in ORS
7 646.638(1);
- 8 I. Whether Defendants acted recklessly or knowingly as set forth in ORS 646.638(1)
9 and 646.638(8) (2009); and
- 10 J. Whether Plaintiffs and the members of the Class are entitled to recover statutory
11 damages of \$200 per Class member.

12 22.

13 The claims of Plaintiffs are typical of the claims of the Class in that:

- 14 A. All claims involve identical conduct in the prohibited sale of groceries under ORS
15 646.883, ORS 646.885, ORS 646.608(1)(ee), (j), (u), and OAR 137-020-0010;
- 16 B. Defendants collectively operate their sales scheme in a standardized and uniform
17 manner using signs that derive from a fictitious reference price;
- 18 C. The injuries suffered by Plaintiffs and the Class members differ only in the amount
19 of damage and number of transactions per member; and
- 20 D. Plaintiffs' claims for relief are based on the same legal theories as are the claims of
21 the Class members.

22 23.

23 Plaintiffs will fairly and adequately protect and represent the interests of the Class in that:

- 24 A. Their claims are typical of the claims of the Class members;
- 25 B. They are represented by attorneys who are qualified and competent counsel who
26 will vigorously prosecute this litigation; and
- 27
- 28

1 C. Their interests are not antagonistic to or in conflict with the interests of the Class
2 members.

3 24.

4 A class action is superior to other available methods for the fair and efficient adjudication
5 of this case in that:

- 6 A. Common questions of law and fact predominate over factors affecting only
7 individual members;
- 8 B. As far as Plaintiffs know, no class action that purports to include Oregon consumers
9 suffering the same injury has been commenced;
- 10 C. Individual class members have little interest in controlling the litigation, due to the
11 high cost of each individual action, the relatively small amount of damages suffered
12 by any individual class member, and because Plaintiffs and their attorneys will
13 vigorously pursue the claims;
- 14 D. The forum is desirable as all of the Defendants do business here;
- 15 E. A class action will be an efficient method of adjudicating the claims of the Class
16 members who have suffered relatively small monetary damages as a result of the
17 same type of conduct by Defendants;
- 18 F. In the aggregate, Class members have claims for relief that are significant in scope
19 relative to the expense of the litigation;
- 20 G. Injunctive relief will prevent further ongoing harm to Plaintiffs and Class members.

21 25.

22 This case was commenced with only a request for equitable relief. Along with service of
23 the Complaint, Plaintiffs provided written notice in accordance with ORCP 32 H by delivering
24 notice and demand on Defendants in writing by service on their registered agent and by certified
25 registered mail, return receipt requested. After 30 days, Plaintiffs intend to amend this Complaint
26 to seek money damages.

1 **ALLEGATIONS COMMON TO ALL CLAIMS**

2 26.

3 At all material times, Defendants had in place a uniform policy of selling groceries through
4 standardized signs containing a fictitious reference price known as the “elsewhere” price. That
5 “elsewhere” price was fictitious in one or more of the ways discussed earlier and otherwise used
6 in violation of Oregon law. The sales of those grocery items were prohibited transactions in the
7 following ways:

- 8 A. Defendants did not identify the origin of the “elsewhere” price in violation of ORS
9 646.883(1) and ORS 646.608(1)(ee);
- 10 B. Defendants improperly calculated its “up to XX% savings” based upon the
11 “elsewhere” price in violation of ORS 646.885(2) and ORS 646.608(1)(ee);
- 12 C. Defendants created a fictitious “elsewhere” price in violation of ORS 646.608(1)(u)
13 and OAR 137-020-0010(6)(c);
- 14 D. Defendants failed to identify any competitor who charged the “elsewhere” price in
15 violation of ORS 646.608(1)(u) and OAR 137-020-0010(6)(c), and;
- 16 E. Defendants made false statements of fact about the existence or amount of price
17 reductions in violation of ORS 646.608(1)(j);

18 27.

19 Based on information and belief, at all material times, Defendants had uniform policies,
20 procedures and practices to implement its fictitious reference price scheme. Various provisions of
21 Oregon Law have prohibited such practices since 1976 and defendants continued use of their
22 fictitious reference pricing scheme was knowing or reckless in light of the law, the public complaints
23 available on the internet, and previous complaints to Oregon’s Department of Justice.

24 28.

25 Defendants’ conduct was willful, reckless, and/or knowing and was undertaken with the
26 intent to obtain additional revenue from consumers.

FIRST CLAIM FOR RELIEF
VIOLATION OF ORS 646.608
UNLAWFUL TRADE PRACTICES ACT

First Count-Willful Violation

29.

Plaintiffs reincorporate ¶¶ 1-28, as if fully set forth herein.

30.

Defendants willfully violated ORS 646.608(1)(j), (ee) and (u) in one or more of the following ways that caused injury to plaintiffs and class members:

- A. Defendants did not identify the origin of the “elsewhere” price in violation of ORS 646.883(1) and ORS 646.608(1)(ee);
- B. Defendants improperly calculated its “up to XX% savings” based upon the “elsewhere” price in violation of ORS 646.885(2) and ORS 646.608(1)(ee);
- C. Defendants created a fictitious “elsewhere” price in violation of ORS 646.608(1)(u) and OAR 137-020-0010(6)(c);
- D. Defendants failed to identify any competitor who charged the “elsewhere” price in violation of ORS 646.608(1)(u) and OAR 137-020-0010(6)(c), and;
- E. Defendants made false statements of fact about the existence or amount of price reductions in violation of ORS 646.608(1)(j);

31.

Because Defendants engaged in prohibited transactions, defendants caused plaintiffs to suffer ascertainable losses upon purchase of those prohibited groceries.

32.

Plaintiff and the Class are entitled to equitable relief in the form of an accounting, restitution, and an order to preserve documents and other important information related to the claims. ORS 646.638(1). Plaintiff and the Class are also entitled to recover interest and attorneys’ fees and costs. After expiration of the period set forth in ORCP 32H, Plaintiffs will amend the

complaint to seek money damages on his own behalf and on behalf of the class.

Second Count-Reckless or Knowing Violation

33.

Plaintiffs incorporate ¶¶ 1-28, 30-32, as if fully set forth herein.

34.

Defendants illegally sold groceries to Plaintiffs and the Class knowingly or recklessly in disregard of the requirements of ORS 646.608(1)(j), (ee), (u), ORS 646.883 and ORS 646.885 and as a result, Defendants caused Plaintiffs and members of the Class to suffer ascertainable loss when they purchased those groceries.

WHEREFORE, Plaintiffs seek judgment against Defendants and the following relief:

1. An order certifying this matter as a class action pursuant to ORCP 32;
2. On Plaintiffs' First Claim for Relief (UTPA), an injunction prohibiting Defendants from continuing to illegally sell groceries in violation of Oregon law, unless Defendants comply with the requirements of ORS 646.608(1)(j), (ee), (u), ORS 646.883 and ORS 646.885, and OAR 137-020-0010;
3. Equitable relief in the form of an order requiring an accounting, restitution, interest, and attorney fees and costs;
4. An order to preserve documents and other important information related to the claims, and;
5. Such other relief as the Court may deem just.

DATED: June 1, 2025

Respectfully submitted,

By: /s/ Tim Alan Quenelle

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PLAINTIFFS DEMAND A JURY TRIAL as to each issue on which they are entitled.

DATED: June 1, 2025

By: /s/ Tim Alan Quenelle

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